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05/13/2022 11:00 AM Fees: \$344.00

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Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY

Stewart Title of California  
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME ClubCorp Mission Hills Country Club, Inc.  
3030 LBJ Freeway, Ste 600  
STREET ADDRESS Dallas, TX 75234

CITY, STATE &  
ZIP CODE

226385

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA VICTORIA #411

DTT: \_\_\_\_\_  
TRA: \_\_\_\_\_

SPACE ABOVE FOR RECORDER'S USE ONLY

Supplemental Agreement No. 7 to Business Lease PSL-121 (Amended and Restated Lease PSL-121)

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (Government Code Section 27388.1 (GC)), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

REASON FOR EXEMPTION:

- ☐ Exempt as Transfer of real property subject to imposition of documentary transfer tax.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt as Transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☒ Exempt from fee under GC 27388.1 (a) (1); exceeds maximum fee of \$225.00.
- ☐ Exempt from fee under GC 27388.1 (a) (1); not related to real property.

THE FOLLOWING EXEMPTIONS APPLY TO CERTAIN COUNTIES INCLUDING KERN, MARIN, PLUMAS, SAN DIEGO AND SAN FRANCISCO COUNTIES:

- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT) which was paid on document recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records, or
- ☐ Exempt from fee under GC 27388.1 (a) (1); recorded "in connection with" a transfer where the maximum fee of \$225 was reached with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer that is a residential dwelling to an owner-occupier with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.

I hereby declare under penalty of perjury that the information provided above is true and correct  
to the best of my knowledge and understanding.

Executed this 12th day of May, 2022

At Riverside, CA  
City State

Signature

**SUPPLEMENTAL AGREEMENT NO. 7**

**TO BUSINESS LEASE PSL-121**

**(AMENDED AND RESTATED LEASE PSL-121)**

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EXHIBIT A

EXHIBIT B

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Palm Springs Agency  
P.O. Box 2245  
Palm Springs, CA 92263**

**SUPPLEMENTAL AGREEMENT NO. 7  
TO BUSINESS LEASE PSL-121  
(AMENDED AND RESTATED LEASE PSL-121)**

**Introduction and Recitals**

This Supplemental Agreement No. 7 to Business Lease PSL-121 amends and restates in its entirety Business Lease No. PSL-121, which lease was approved by the Secretary of the Interior on July 3, 1969, and recorded on April 23, 1970 as Instrument No. 37878 of the Official Records of Riverside County, California (as amended and restated herein, "PSL-121"). It is the intent of the parties to concurrently enter into Successor Lease PSL-121(A) and Successor Lease PSL-121(B), which will include and eventually replace this PSL-121, as further explained herein and in Successor Lease PSL-121(A) and Successor Lease PSL-121(B). The parties to PSL-121 are proceeding with two successor leases (i.e. one covering the land from the original lease PSL-121 that continues to be held in trust status and the other covering the remaining land from the original lease PSL-121 which is now held in fee status), rather than one (covering all the trust and fee land), to satisfy the request of the Bureau of Indian Affairs.

This lease PSL-121, and the two successor leases, Successor Lease PSL-121(A) and Successor Lease PSL-121(B), will together provide the Lessee a term of NINETY-NINE (99) years. It is the intent of the parties that all rent required under PSL-121, until the expiration or sooner termination thereof, shall satisfy the rent payment requirements of Successor Lease PSL-121(A) and Successor Lease PSL-121(B), and that upon the expiration or sooner termination of PSL-121, the Lessee shall continue to pay rent as provided in Successor Lease PSL-121(A) and its companion lease, Successor Lease PSL-121(B). With the creation of Successor Lease PSL-121(A) and Successor Lease PSL-121(B), the Lessee is authorized to enter into new subleases and sublease extensions with terms and conditions consistent with Successor Lease PSL-121(A) and Successor Lease PSL-121(B). As a condition of any new subleases and sublease extensions entered into after the Approval Date, the Lessee and sublessee(s) agree to be bound by the language of Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), as the case may be.

All existing subleases under PSL-121 shall remain in full force and effect under PSL-121, as amended, until an individual sublease is terminated (pursuant to the terms thereof) or until such individual sublease(s) are amended and extended and replaced by a new sublease created pursuant to the terms of Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B). The terms of PSL-121 and Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall, at all times, control and be read and construed as a continuum, for so long as PSL-121 remains in force and effect. PSL-121 shall terminate on the first to occur of (i) its scheduled expiration (i.e. July 2, 2054) or sooner termination, or (ii) the date the last

existing sublease under PSL-121 has either expired by its terms or been extended and transferred to Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), as the case may be.

As to portions of the Leased Premises under PSL-121 that are not subleased (e.g. the portions retained by the Lessee for its business purposes and use, golf course, club house, etc.), it is the intent of the parties that these portions of the Leased Premises shall upon the Approval Date (as defined herein) be subject only to the terms of either Successor Lease PSL-121(A) or Successor Lease PSL-121(B) and this PSL-121 shall be of no further force and/or effect.

Stated another way, PSL-121 is really only remaining in place to deal with the portions of the Leased Premises that are subleased under PSL-121, and even then only until such time as said subleases under PSL-121 are amended and extended and replaced by a new sublease created pursuant to the terms of Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B).

The parties understand and acknowledge that since the creation of PSL-121, certain portions of the land leased hereunder that were formerly owned in trust status are now owned in fee status (e.g. the 60.62 acres of Allotment PS-116E is now held in fee by Choc & Mil LLC). In addition, a portion of the land leased hereunder has historically been held in fee but was made subject to PSL-121 for convenience, with the stipulation that such land was not subject to the dominion or control of the Secretary (e.g. an undivided ½ interest in PS-117E), as is described in that certain Business Land Lease dated June 19, 1969, recorded on April 23, 1970 as Instrument No. 37880 of the Official Records of Riverside County, California (the "Business Land Lease"). In the event of any conflict between this Lease and the Business Land Lease, as amended and/or assigned, this Lease and Successor Lease PSL-121(B) shall control.

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. the Secretary will not take action or collect rent on behalf of the fee interest lessors/landowners and the Secretary is requiring the Lessee and the owner of the land held in fee to enter into a separate companion lease as noted herein). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the GMAR and Percentage Rent calculations set forth in Article VI.(A) and (B) of both Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall apply to the gross receipts collected by Lessee under the combined land covered by Successor Lease PSL-121(A) and Successor Lease PSL-121(B), and the Lessee shall allocate the total GMAR and Percentage Rent payable under both leases combined to the Lessors under Successor Lease PSL-121(A) and Successor Lease PSL-121(B), on a per acre basis (i.e. the Lessors under these two leases are to share the total Percentage Rent payable by Lessee under the two leases combined, similar to how the GMAR and Percentage Rent is split among all the Lessors (whether their land was held in fee or trust) under the original lease PSL-121).

NOW, THEREFORE, premised on the above-outlined recitals which are to be deemed to constitute covenants, conditions, and substantive provisions of this PSL-121, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I.**  
**PARTIES**

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO BUSINESS LEASE PSL-121, (AMENDED AND RESTATED LEASE PSL-121) (herein referred to as this "Lease" or "PSL-121"), in four copies, is made and entered into this 5<sup>th</sup> day of January, 2021 by and between the parties duly identified below as "Lessor" and "Lessee":

**LESSOR:****PS-50E**

John D. Andreas, Jr.  
Patricia M. Andreas  
Peter F. Arviso, Sr. (life estate)  
Anthony J. Boles  
Peter F. Arviso, Jr.  
Amber L. Arviso  
Alberta P. Arviso

**PS-108E**

Lawrence Joseph Bow

**PS-116E**

Bobbie Ray Preckwinkle (as to 179.38 acres held in trust)

Choc & Mil LLC, a California limited liability company (as to 60.62 acres held in fee)

**PS-118C**

Jessika V. Rice-Isidoro  
Katarina E. Rice-Bracamontes  
Sara A. Rice  
Steve A. Rice

**PS-117E**

Philip J. Prieto (as to 50% interest held in trust)  
Diana M. Richards (as to 12.75% interest held in trust)  
Heirs of Frank Prieto, Jr. (as to 37.25% interest held in fee, with individual heirs listed on signature pages below)

**PS-T120ED**

Agua Caliente Band of Cahuilla Indians

**PS-120E**

Clarissa G. Siva (life estate)  
Kaya E. Siva

with copy to: LAW OFFICES OF JOSEPH A. ROMAN  
2825 East Tahquitz Canyon Way, Suite D1  
Palm Springs, CA 92262  
Attention: Joseph A. Roman

with copy to: Sheppard Mullin Richter & Hampton LLP  
12275 El Camino Real, Suite 200  
San Diego, CA 92130-2006  
Attention: Richard M. Freeman

with copy to: SHARYL WALKER, Attorney and Counselor at Law  
600 Tahquitz Canyon Way, Suite 2  
Palm Springs CA 92262

with copy to: Office of the General Counsel  
Agua Caliente Band of Cahuilla Indians  
5401 Dinah Shore Drive  
Palm Springs, CA 92264  
Attention: General Counsel

**LESSEE:**

CLUBCORP MISSION HILLS COUNTRY CLUB, INC., a Delaware corporation  
3030 LBJ Freeway, Suite 600  
Dallas, TX 75234  
Attn: General Counsel

with copy to: SCHLECHT, SHEVLIN & SHOENBERGER, ALC  
801 East Tahquitz Canyon Way, Suite 100  
Palm Springs, CA 92262  
Attention: Christoffer J. Thomsen

Under the provisions of the Act of August 9, 1955, 60 Stat. 539, as amended, 25 U.S.C. 415 and as supplemented by Part 162, Leases and Permits, of the Code of Federal Regulations (CFR), Title 25 INDIANS, any amendments thereto relative to Business Leases on Restricted Indian Lands, all of which by reference are made a part hereof.

## **ARTICLE II.** **LAND DESCRIPTION**

For and in consideration of the rents and agreements hereinafter set out, the Lessor hereby leases to the Lessee the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all appurtenances and improvements thereto and thereon (the "Land"). Said Land is situated within the Agua Caliente Indian Reservation, City of Rancho Mirage, County of Riverside, State of California, and is subject to valid easements and rights of way of record. The Land, together with the real property described on Exhibit "B" attached hereto, together with all appurtenances and improvements thereto and thereon (the "PSL-121(B) Land"), shall collectively be referred to as the "Leased Premises".

## **ARTICLE III.** **DEFINITIONS**

- A. "Approved Encumbrance" herein shall mean a trust deed or mortgage and any addition or extension thereto approved or deemed approved by the Secretary, such approval not to be unreasonably withheld, conditioned or delayed. Secretary shall either approve or state his reasons for not approving a trust deed or mortgage and any addition or extension thereto within thirty (30) days after receipt thereof from Lessee, and failure of the Secretary to respond with a written definitive approval or disapproval within the specified time period shall constitute approval of the trust deed or mortgage and any addition or extension thereto.
- B. "Approved Encumbrancer" herein shall mean the owner and holder of an Approved Encumbrance.
- C. "BIA" means the Bureau of Indian Affairs, an agency of the federal government of the United States within the Department of the Interior.
- D. "Business Day" means any day, excluding Saturday, Sunday and any day which is a legal holiday under the laws of the state of California.
- E. "Gross Receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliate's use and benefit, derived from business done, sales made or services rendered directly or indirectly from or on the Leased Premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the Leased Premises or any portion thereof. All income accruing from credit transactions shall be treated as "Gross Receipts" as of the date credit is extended. "Gross Receipts" shall include any ad valorem taxes paid by other than the Lessee for the account of the Lessee. "Gross Receipts" shall include proceeds from the extension of any subleases from 2034 to 2054, it being expressly agreed that closing costs and commissions associated with said extensions will be deducted prior to applying a percentage rental to this subcategory of "Gross Receipts."

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“Gross Receipts” shall not include amounts collected and paid out for a sales or excise tax imposed by a duly constituted governmental authority where such tax is billed to the purchaser as a separate item. It shall not include credits for the exchange of goods or merchandise between the stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly or indirectly from or on the Leased Premises. It shall not include the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee or its affiliates. It shall not include income from the sale of fixtures, or goodwill, or the sale of improvements, including but not limited to condominium units, cooperative units, apartment houses and single family residences. It shall not include proceeds from insurance or from other parties who may have caused a casualty loss or damage used to repair or replace any casualty loss or damage to property. It shall not include “pass-through” proceeds collected by Lessee for any administrative fee collected from subleases to be paid to the Bureau of Indian Affairs.

- F. “Secretary” means the Secretary of the United States Department of the Interior or his or her authorized representative.
- G. “Taxes” shall include any term of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax, or possessory interest tax (other than inheritance, personal income or estate Taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessee in the Leased Premises; Lessee’s right to other income therefrom, and/or Lessee’s business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Leased Premises address and where the proceeds so generated are to be applied by the city, county, Agua Caliente Band of Cahuilla Indians or other local taxing authority of a jurisdiction within the Leased Premises is located.

#### **ARTICLE IV.**

##### **TERM**

The term of this Lease commenced on July 3, 1969, and shall terminate on the first to occur of (i) its scheduled expiration on July 2, 2054, or (ii) the date the last existing sublease under PSL-121 has either expired by its terms or been extended and transferred to Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), as the case may be. Upon termination of this Lease, Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B) shall control. The date this Supplemental Agreement No. 7 is approved by the Secretary (“Approval Date”), shall be the anniversary date of this Lease. For purposes of this Lease, “Lease Year” shall mean each calendar year (or partial calendar year) during the term of this Lease. Notwithstanding the foregoing, with respect to any provision in this Lease that refers to a specified number of Lease Years after the Approval Date, the reference shall be to full Lease Years only.

#### **ARTICLE V.**

##### **PURPOSE OF THIS LEASE**

It is understood and agreed that a portion of the Leased Premises is currently being used and will continue to be used for open space/golf course purposes, and a portion of the Leased Premises is currently and will continue to be used for residential and commercial use, including but not limited to Golf Course, Athletic Club, Spa, long term or short term residential/villa rentals, restaurant and coffee shop, cocktail lounge and bar, office space and retail commercial rentals, LPGA Golf Tournament, etc. If the Lessee

desires to use the Leased Premises for any other purpose, or desires to change the use (among the above-described purposes/uses) of any non-residential portions of the Leased Premises to a residential use or any residential portions of the Leased Premises to a non-residential use, such additional purposes (or change from residential to non-residential, or non-residential to residential use) shall be subject to the written consent of a majority (more than 50%) of the percentage interests of the individuals who comprise the "Lessor" under Successor Lease Nos. PSL-121(A) and PSL-121(B) combined, and the written approval of the Secretary, with such consent and approval not to be unreasonably withheld, conditioned or delayed.

## **ARTICLE VI.** **RENTALS**

The Lessee, in consideration of the foregoing, agrees to pay in lawful money of the United States of America the following rentals:

A. Guaranteed Minimum Annual Rental ("GMAR") of: \$2,500,000.00. GMAR shall be paid quarterly in advance on the following dates of each Lease Year: (i) January 1, (ii) April 1, (iii) July 1, and (iv) October 1. It is understood and agreed that the total GMAR and Percentage Rent (defined below) payable pursuant to this Lease will be allocated to the allotments covered by this Lease as follows:

Allotment	Name	Acres	Percent
	Trust (PSL-121(A)):		
PS-50E	Heirs of John Damon Andreas (dec'd)	80.00	12.6757%
PS-108E	Lawrence Joseph Bow	80.00	12.6757%
PS-116E	Bobbie Ray Preckwinkle	179.38	28.4220%
PS-117E	Heirs of Frank Prieto III (dec'd) (Philip J. Prieto)	120.00 (50% interest)	9.5068%
PS-117E	Heirs of Frank Prieto III (dec'd) (Diana M. Richards)	120.00 (12.75% interest)	2.4242%
PS-118C	Heirs of Steven Allen Rice (dec'd)	40.00	6.3378%
PS-120E	Heirs of Edmund C. Siva (dec'd)	70.73	11.2069%
T-120ED	ACBCI	.40	.0634%
	Sub Total (Trust)	525.81	83.3125%
	Fee (PSL-121(B)):		
PS-117E	Heirs of Frank Prieto III (dec'd) (Fee Portion)	120.00 (37.25% interest)	7.0825%
PS-116E	Choc & Mil LLC - (Fee Portion)	60.62	9.6050%
	Sub Total (Fee)	105.32	16.6875%
	Total Trust + Fee	631.13	100.0000%

The portion of the GMAR payments outlined above to allotments held in Trust shall be paid pursuant to this Lease to the applicable Lessors through the BIA relative to their respective percent allocations (and their ownership interests in and under each allotment). The portion of the GMAR payments outlined above to allotments held in Fee shall be paid directly to the applicable Lessors relative to their respective percent allocations.



For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under this Lease is \$2,500,000.00, then a total of \$2,082,812.50 shall be paid to the applicable Lessors as to allotments held in Trust under this Lease through the BIA, and a total of \$417,187.50 shall be paid directly to the remaining Lessors (as to the allotments held in Fee), according to their respective percent allocations.

B. Percentage Rent. As additional rental over and above GMAR, a sum equal to the difference between said GMAR and the following percentages of Gross Receipts of business, as specified below ("Percentage Rent"):

- |      |   |     |
|------|---|-----|
| (1)  | Long Term (1 year or longer) Residential lot rentals, including single family residence lot rentals, cooperative apartment lot rentals, and condominium rentals   | 70% |
| (2)  | Residential Sublease extension fees for subleases under PSL-121, (i.e. for sublease extensions that extend subleases from 2034 to 2054) (hereinafter an "Old Sublease Extension Fee")   | 30% |
| (3)  | New Long Term Residential Sublease extension fees for new subleases issued under PSL-121(A) or PSL-121(B), (i.e. for new subleases that replace old subleases under PSL-121, with a new sublease under PSL-121(A) or PSL-121(B) with a new sublease term that expires at the end of the term of PSL-121(A) or PSL-121(B), i.e. 99 years from Approval Date) (hereinafter referred to as a "New Sublease Extension Fee") (payment subject to Article VI.E., below)   | 50% |
| (4)  | Long Term Residential Sublease assignment/transfer fees, which shall be collected from sublessees each time a Long Term Residential Sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure, etc.) (hereinafter referred to as a "Transfer Fee") | 50% |
| (5)  | Long Term Residential Sublease encumbrance fees, which shall be collected from sublessees each time a Long Term Residential Sublease is encumbered (e.g. refinance or new financing of sublease) (hereinafter referred to as an "Encumbrance Fee")  | 50% |
| (6)  | Golf Course, Athletic Club and/or Spa dues, services, and guest fees (excluding amounts collected for membership or initiation fees at the time an individual acquires membership in the golf club, athletic club and/or spa)   | 3%  |
| (7)  | Golf Cart Rentals   | 3%  |
| (8)  | Golf and Tennis Pro Shop (e.g. retail merchandise)  | 3%  |
| (9)  | Short Term (under 1 year) Rentals (e.g. Villas, transient occupancy, etc.)  | 3%  |
| (10) | Restaurant and coffee shop (food and non-alcoholic beverages)   | 3%  |
| (11) | Cocktail lounge and bar (alcohol sales)   | 3%  |
| (12) | Office space and retail commercial rentals  | 3%  |
| (13) | Spa and Fitness Services Provided by Third Parties such as Massage, Facials, etc. of Net Amount retained by Lessee  | 3%  |

- (14) LPGA Golf Tournament (For a number of years a ladies professional golf association tournament has been held on the Leased Premises. 3%  
This golf tournament is conducted pursuant to a rolling 5-year Agreement. Lessor and Lessee acknowledge and approve this Agreement and any similar future agreement, with the parties further understanding and agreeing that the following percentage of revenues received by Lessee from the LPGA (and/or similar organization or entity holding a similar golf tournament) shall be shared with Lessor as Percentage Rent under this provision (the parties further understand and agree that revenues of the LPGA relating to this event, which are not shared with Lessee, shall not be considered Gross Receipts under this Lease, e.g. the LPGA may receive ticket revenue or other forms of revenue (advertising), that are not shared with Lessee)
- (15) Miscellaneous revenues received from homeowners associations pursuant 3%  
to landscaping, irrigation and/or other similar agreements; provided that any replenishment fee or other cost payable by Lessee to a third party in connection with such agreements shall be deducted prior to applying the applicable percentage for the calculation of Percentage Rent payable for such revenues.

Such Percentage Rent shall be payable not later June 1 each year (for the Percentage Rent due and owing on Gross Receipts collected by Lessee during the prior Lease Year). Aside from payments being made in arrears on June 1 each year, payments of Percentage Rent shall be paid to the Lessors in the same manner as GMAR payments as outlined above in Article VI.A. (i.e. the portion of the Percentage Rent payment outlined above to allotments held in Trust shall be paid pursuant to the applicable Lessors through the BIA relative to their respective allocations (and their ownership interests in and under each allotment), and the portion of the Percentage Rent payment outlined above to allotments held in Fee shall be paid directly to the applicable Lessors relative to their respective allocations).

The parties understand and agree, that the Percentage Rent to be paid hereunder shall apply to the Gross Receipts collected by Lessee under the entire Leased Premises (i.e. the Land and the PSL-121(B) Land, combined), and that the Lessee shall allocate the total Percentage Rent payable under this Lease to the Lessors under this Lease, which shall also satisfy the rent payment requirements of Successor Lease PSL-121(A) and Successor Lease PSL-121(B).

For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,500,000 for a Lease Year, with \$2,082,812.50 of this total allocated to the Lessors under Successor Lease PSL-121(A), and \$417,187.50 of this total allocated to the Lessors under Successor Lease PSL-121(B), and if the total Percentage Rent payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,800,000 for the Lease Year, then Lessee would take the amount of Percentage Rent payable under both Successor Lease PSL-121(A) and Successor Lease PSL-121(B), together, i.e. \$2,800,000, subtract total GMAR of \$2,500,000 to obtain a total Percentage Rent amount due and payable of \$300,000, then allocate 83.3125% (525.81 (acres under PSL-121(A))/631.13 (total acres under both leases combined)) or \$249,937.50 to the Lessors under Successor PSL-121(A), and allocate 16.6875% (105.32 (acres

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under PSL-121(B))/631.13 (total acres under both leases combined)) or \$50,062.50 to the Lessors under Successor Lease PSL-121(B).

If any part or parts of the Leased Premises are used for any purpose or purposes other than those set out above, the Percentage Rent payable for such uses shall be negotiated by Lessor and Lessee, subject to the approval of the Secretary prior to the time such uses are commenced. In the event that negotiations between the Lessor and Lessee are unsuccessful, the matter of Percentage Rent payable for other uses shall be submitted to arbitration for settlement in accordance with the provisions of ARTICLE XXV, herein.

C. CPI Adjustment of GMAR. In addition, the GMAR shall be increased on January 1 of the year following the fifth anniversary of the Approval Date, and on January 1 every five (5) years thereafter during the lease term by the same percentage as the cost of living index has increased over and above the base index as used herein during said adjustment period; provided that in no event shall the adjusted GMAR be less than the GMAR in effect immediately prior to the adjustment. The first base index shall be the cost of living index (as determined below) for the month of October of the year immediately preceding the first January 1 increase date, and subsequent base indexes shall be the cost of living index for the month of October every five (5) years thereafter. Such increase in rental as provided herein shall not exceed an average of four percent (4%) per year. As an example, at the conclusion of any five-year period, applying the cost of living index formula, the maximum increase for that period would be twenty percent (20%). The cost of living index to be used is that reflected by the Consumer Price Index, All Items, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA - (1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If for any reason whatsoever there is any change in the method of calculation or formulation of said price index, or if that index shall be no longer published, then another index generally recognized as authoritative shall be substituted by agreement, and, if they cannot agree, the index may be determined by arbitration pursuant to the provisions of ARTICLE XXV, herein. In any event, the base used by any new index shall be reconciled to the 1982-84 index.

D. Additional Provisions re Payment of Rents. All rents payable pursuant to the terms of this Lease (i.e. GMAR and Percentage Rent) shall be paid without prior notice or demand. Past due rental shall bear interest at eight percent (8%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified.

In the event of a death of an individual Lessor during the term of this Lease and while said individual's ownership interest of a portion of the Land is in trust or restricted status, all rentals remaining due or payable to the decedent or to the decedent's representative under this Lease shall be paid to the official of the BIA having jurisdiction over the Land.

While the Land (and/or any individual allotment making up a portion thereof) are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions of this Lease in which event the rentals shall be paid to the official of the BIA having jurisdiction over the Land.

E. Extension Rent Payment Upon BIA Approval of Lease. As an incentive to enter into this Lease together with Successor Lease PSL-121(A) and Successor Lease PSL-121(B) (and in consideration for the terms contained herein and therein, including but not limited to the grant of the 99 year lease term and the rental provisions therein), Lessee shall pay Lessors under this Lease, collectively, a non-refundable advance payment in the total amount of \$3,000,000.00, to be allocated among the Lessors in the manner described above in Article VI.A., on the Approval Date of this Lease (the "Extension Rent Payment"). The Extension Rent Payment shall provide Lessee with a credit against New Sublease Extension Fees actually collected by Lessee from sublessees, which otherwise would be split 50/50 between Lessee and the collective Lessors as Percentage Rent (as outlined above in Article VI.B.(3)), e.g. after making this Extension Rent Payment, Lessee will keep all New Sublease Extension Fees until the total New Sublease Extension Fees collected reach \$6,000,000.00, and then fifty percent (50%) of any New Sublease Extension Fees collected above \$6,000,000.00 shall be paid as Percentage Rent in accordance with Article VI.B.(3).

For example purposes only, and applying the allotment percentages set forth in the table above, the Lessee collects New Sublease Extension Fees under this Lease (and/or the Successor Lease PSL-121(A) or Successor Lease PSL-121(B)), and once the total New Sublease Extension Fees collected under the leases reaches \$6,000,000.00, any further New Sublease Extension Fees collected above this amount would be split 50/50, with the Lessee retaining 50% of said amount, and distributing the other 50% to the Lessors under this Lease on a per acre basis (of the total acreage of the Leased Premises). So, if Lessee collected \$7,000,000.00 in New Sublease Extension Fees, the portion over \$6,000,000.00, or \$1,000,000.00, would be split 50/50 with Lessee retaining fifty percent (50%) of said amount, or \$500,000.00, and the remaining fifty percent (50%) of said amount, or \$500,000.00, distributed to the collective Lessors under the Lease as Percentage Rent, to be allocated among the Lessors in the manner described above in Article VI.A.

## **ARTICLE VII.**

### **ANNUAL ACCOUNTING, RECORDS, REPORTS AND AUDIT**

The Lessee shall, not later than June 1 of each year, submit to the Lessor and the Secretary a certified audit report of Gross Receipts for the prior Lease Year. In addition to Gross Receipts as identified in ARTICLE VI, "RENTALS," above, an additional individual "Schedule 1" shall be provided, which shall identify each new sublease extension, sublease transfer/assignment and sublease encumbrance which has occurred during the previous Lease Year, and shall include transaction date, name, tract, lot or unit number, amount collected and amount due Lessor(s) (if any). In addition, and in conjunction with Article VI, Paragraph E, "Extension Rent Payment Upon BIA Approval of Lease", the certified audit report of gross receipts shall also include cumulative "New Sublease Extension Fees" which have been collected to date for the purpose of monitoring the pre-established threshold as stated in the Article VI, Paragraph E. With each said audit report and additional schedule, Lessee shall tender payment of all Percentage Rents which are due. Each audit report shall be prepared by a Certified Public Accountant, licensed in the State of California, in accordance with standard accounting procedures, and shall include an "opinion".

Any duly authorized representative of the United States, or qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to examine and audit any or all pertinent books, documents, papers and records of Lessee related to recognized Gross Receipts for the current and previous three (3) Lease Years. BIA may, at its discretion, treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA

inspection and duplication. In the event the Lessor should cause a special audit of the Lessee's pertinent books, documents, papers and records related to recognized Gross Receipts by a Certified Public Accountant, licensed in the State of California, in conformity with standard accounting procedures and if such audit reveals that the Lessor has been paid less than ninety-eight percent (98%) of the Percentage Rent amount the Lessor is entitled for any reporting period covered by the audit, then the expense of such audit shall be borne by the Lessee, otherwise it will be borne by the Lessor. Upon approval by the Secretary or his authorized representative, the audit so performed shall be binding upon both the Lessee and Lessor.

The acceptance by Lessor or Secretary of any monies paid to Lessor by Lessee as Percentage Rent for the Leased Premises as shown by any audit report furnished by Lessee shall not be an admission of the accuracy of said report, or of the sufficiency of the amount of said Percentage Rent payment, but Lessor or the Secretary shall be entitled at any time within four (4) years after the receipt of any such Percentage Rent payment to question the sufficiency of the amount thereof and/or the accuracy of the audit report or reports furnished by Lessee to justify the same, and shall have the right to examine and/or audit as hereinbefore described. Therefore, Lessee shall for such four (4) year period after submission to Lessor or the Secretary of any such report, keep safe and intact all of Lessee's records, books, accounts and other data which in any way bear upon Gross Receipts or are required to justify in detail any such report.

Notwithstanding the foregoing, no more often than once every four (4) years, Lessee may request in writing in care of the Bureau of Indian Affairs, that Lessor and the Secretary make a final determination of the sufficiency of the amount GMAR and all Percentage Rent under the Lease paid through the date of the request, and Lessor and the Secretary shall make such determination and advise Lessee within ninety (90) days following the date on which Lessee collects all applicable data in a single location and provides access to such data to Lessor and the Secretary. The failure of Lessor and the Secretary to make such a determination within the ninety (90) day period, and to advise Lessee of the results of the audit and review, shall constitute a final and binding approval of the sufficiency of the amounts of total rentals (GMAR and all Percentage Rent) paid through the date of request.

## **ARTICLE VIII.** **PLANS AND DESIGNS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended. It is presently contemplated that portions of the Land may be further improved and/or redeveloped and to the extent Lessee decides to further improve and/or redevelop a portion or portions of the Land, the Lessee shall provide to Lessor and Secretary a conceptual plan for any material new improvement(s) on or redevelopment of the Land ("Conceptual Plan"), and shall be required to obtain the approval of the Secretary, and the Secretary shall either approve or state his reasons for not approving the Conceptual Plan within thirty (30) days after receipt thereof from Lessee. Reference is hereby also made to Article V above. Failure of the Secretary to respond with a written definitive approval or disapproval within the specified time period shall constitute approval of the Conceptual Plan. To the extent that the final plans and specifications for the material new improvement(s) on or redevelopment of the Land reflect a natural progression and logical evolution from the Conceptual Plan further approval of the Secretary shall not be required. If the final plans and specifications do not reflect a natural progression and logical evolution from the Conceptual Plan, then Lessee shall be required to obtain the approval of

the Secretary and the Secretary shall either approve or state his reasons for not approving the plans and specifications within thirty (30) days after receipt thereof from Lessee. If the Secretary disapproves the plans and specifications, Lessee may re-submit such plans and specifications for approval after modification. In no event shall United States or Lessor assume any responsibility whatsoever for design of any structure or any improvement or for any construction being in compliance with any applicable state, county, or city laws or ordinances. Lessee is responsible for obtaining licenses and permits required or necessary for the construction of any structures or improvements on the Land or for performance of any work required hereunder.

## **ARTICLE IX.** **IMPROVEMENTS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended. In connection with any Secretary or Lessor approved new improvement or redevelopment of the Land, as contemplated in ARTICLE VIII above, Lessee agrees that construction of any new such improvements will be completed in accordance with the approved Conceptual Plan under ARTICLE VIII hereof.

All buildings and improvements, excluding removable personal property, furniture, fixtures, and equipment, on the Leased Premises shall remain on said property after termination of this Lease and shall thereupon become the property of the Lessor. The term "removable personal property, furniture, fixtures and equipment" as used in this Article shall not include property which normally would be attached or affixed to the buildings, improvements or Leased Premises in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in, or on, or affixed to the buildings, improvements or Leased Premises in such a way as to legally retain the characteristics of personal property. Personal property and trade fixtures may be removed by the Lessee at any time during the term of this Lease or within ninety (90) days after termination of this Lease or within such other reasonable time after the termination of this Lease as may be agreed upon between the parties hereto. The Lessee, at its own expense, shall repair any and all damages to the buildings and improvements resulting from or caused by such removal. If Lessee fails to remove the same within ninety (90) days after termination of this Lease, or such other reasonable time as may be agreed upon between the parties hereto, said fixtures and property shall be deemed abandoned and shall become the property of the Lessor.

Lessee expressly waives all provisions of Section 1013.5 of the California Civil Code pertaining to improvements affixed to the Leased Premises by any person acting in good faith and erroneously believing, because of a mistake either of law or fact, that he has a right to remove such improvements. Any dispute arising under this Article which cannot be resolved by the parties shall be arbitrated pursuant to ARTICLE XXV hereof.

## **ARTICLE X.** **CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION BY LESSEE**

All improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all service areas shall be screened from public view. The Lessee shall have the right at any time during the term of this Lease to make alterations or

additions and any repair to any improvement on or placed upon the Leased Premises, but no alteration, addition or remodeling of improvements involving an expenditure in excess of ONE MILLION DOLLARS (\$1,000,000.00) in any given Lease Year, or removal or demolition of improvements with a value in excess of ONE MILLION DOLLARS (\$1,000,000.00) shall take place without the prior written consent of the Secretary and Lessor, such consent not to be unreasonably withheld, conditioned or delayed. This amount shall be adjusted in the same manner as GMAR is adjusted pursuant to the provisions of ARTICLE VI, Paragraph C. Lessor shall be given notice through the BIA and/or their last known address on file with the Lessee. Failure of the Lessor or the Secretary to respond with a written definitive consent or disapproval within the specified time period shall constitute consent. The Lessee shall, at all times during the term of this Lease and at the Lessee's sole cost and expense, maintain the Leased Premises and all improvements thereon in good order and repair and in a neat, sanitary and attractive condition. Lessee shall construct, maintain and repair, as required by law, all improvements on the Leased Premises and any alterations, additions, or appurtenances thereto, and shall otherwise comply with all public laws, ordinances and regulations applicable to said premises. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as hereinabove provided, or from Lessee's violation of any law, ordinance, or regulation applicable thereto.

#### **ARTICLE XI.** **NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of improvements on the Leased Premises or any repair or alteration thereto, or work or labor thereon, in excess of ONE MILLION DOLLARS (\$1,000,000.00), the Lessee shall give the Secretary ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted and recorded as provided by state and local laws. This amount shall be adjusted in the same manner as GMAR is adjusted pursuant to the provisions of ARTICLE VI, Paragraph C. Lessor hereby authorizes the Secretary to post said notices on Lessor's behalf. Nothing contained herein shall be construed as a waiver of immunity of trust or restricted property from mechanics' or materialmen's liens nor obligate the Secretary or Lessor to post non-responsibility notices while the Leased Premises is in a trust or restricted status.

#### **ARTICLE XII.** **PERFORMANCE BOND**

Lessee is presently a subsidiary of ClubCorp USA, Inc. (a company with assets in excess of ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)). For so long as Lessee is a subsidiary of ClubCorp USA, Inc. (or another parent company with assets in excess ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)), Lessee shall not be required to provide security to guarantee completion of improvements (as otherwise would be required by this ARTICLE XII). In the event Lessee is no longer a subsidiary of ClubCorp USA, Inc. (or another parent company with assets in excess ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)), before beginning construction contemplated by ARTICLES VIII and IX (note: this ARTICLE XII does not apply to construction under ARTICLE X), Lessee agrees to provide security to guarantee completion of the improvement and payment in full of claims of all persons for work performed on or materials furnished for construction. Lessee may provide said security by either:

- A. Posting a corporate surety bond in an amount equal to the cost of each building or other



improvement, said bond to be deposited with the Secretary and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee and give all claimants the right of action to recover upon said bond in any suit brought to foreclose mechanics' or materialmen's liens against the Land; or

B. Depositing in escrow with an institution acceptable to Lessor, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected or installed on the Land. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's architect, engineer, or contractor as construction progresses. The Lessor and Secretary shall have access to all information relative to the disbursement of funds through said escrow. The escrow instructions shall also provide: that not less than fifteen percent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' or materialmen's liens on such improvement shall have expired or until a reputable title company issues a title insurance policy which, in substance, insures the Lessor and Secretary against any loss they shall sustain by reason of any statutory liens for labor or material arising out of any work or improvement described in said escrow instructions; that if mechanics' or materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; and that if no such liens are filed within the statutory period for filing, the withheld funds shall be then disbursed to the Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value deposited which might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to the Lessee; or

C. Entering into a loan agreement with a financial institution, which loan agreement and the amount of the equity of the Lessee in the improvements to be constructed with the proceeds of the loan shall be subject to the approval of the Secretary and which approval shall not be unreasonably withheld, conditioned or denied; or

D. Providing an irrevocable letter of credit in a minimum amount equal to the cost of each improvement. The foregoing shall not prohibit, and Lessee (and any of Lessee's subtenants affected by such lien) shall have the right to contest any lien titled against the Land by appropriate proceedings.

### **ARTICLE XIII.** **COMPANIES BONDING AND INSURING**

Any corporate surety bonds provided by Lessee in compliance with this Lease shall be furnished by companies holding certificates of authority from the Secretary of the Treasury as acceptable sureties on federal bonds. Insurance policies shall be furnished and maintained by such responsible companies as are rated A - Class VII or better in the current edition of Best's Insurance Guide.

### **ARTICLE XIV.** **SUBLEASE, ASSIGNMENT, TRANSFER**

#### **A. Sublease.**

The Lessee shall not, unless otherwise expressly authorized herein, sublease any right to or interest

in this Lease or any of the improvements on the Leased Premises, without the written approval of the Secretary, which approval shall not be unreasonably withheld, conditioned, or delayed. No sublease shall be valid or binding without said approval, and then only upon the condition that sublessee has agreed in writing that in the event of conflict between the provisions of this Lease and of said sublease, the provisions of this Lease shall govern. No sublease shall release the Lessee from any obligation under this Lease or substitute the sublessee for the Lessee hereunder. Any sublease made, except as aforesaid, shall be deemed a breach of this Lease.

The Secretary shall not unreasonably withhold approval of any sublease and shall either approve or state reasons for disapproval of a sublease within thirty (30) days after the sublease is submitted for approval, and failure of the Secretary to respond with a written definitive approval or disapproval within this time period shall constitute approval of said sublease.

The renting of hotel rooms, Villas or any other residential or other use, for a period less than twelve (12) months shall not constitute subleasing (i.e. it shall not require written approval of Secretary or Lessor).

Prior to any initial offering of apartment units, residential lots, commercial or office space for sublease, Lessee shall submit for approval of the Secretary schedules of minimum annual rents for same. Such schedules shall be subject to periodic review at the request of the Secretary, and rents for residential lots, apartment units, commercial or office space that have not previously been subleased may be adjusted with the written consent and approval of said parties. In conjunction with the schedules of rent, Lessee shall also submit for approval of the Secretary sublease forms and an assignment of sublease form for use in subleasing residential lots, apartment units and commercial or office space, and assigning such subleases. Approval of the within described forms and schedules of rents by the Secretary shall constitute approval of all subleases of residential lots, apartment units, commercial or office space and assignments of said subleases entered into by Lessee under this Lease. Copies of each sublease and assignment thereof shall be furnished to the Secretary. Each sublease shall provide that each sublessee shall be subject to and bound by each and all of the conditions of this Lease and no such subletting shall affect any of the obligations or liabilities of the Lessee hereunder.

It is agreed that, with the approval of this Supplemental Agreement No. 7, along with Successor Lease PSL-121(A) and Successor Lease PSL-121(B), the Lessee is authorized to enter into new long term (over 1 year) residential subleases under Successor Lease PSL-121(A) and Successor Lease PSL-121(B), to act as extensions of, and replacements for, residential subleases under PSL-121, which new long term (over 1 year) residential subleases shall contain terms and conditions consistent with the terms of Successor Lease PSL-121(A) or Successor Lease PSL-121(B) (depending on which Successor Lease the sublease falls under). The Lessee shall charge sublessees a New Sublease Extension Fee of no less than \$6,000 for a new residential sublease. As to new subleases under Successor Lease PSL-121(A), a form of the new sublease (as to form), a schedule of rents, and an assignment form, shall be approved by the Secretary in connection with the approval of this Lease and Successor Lease PSL-121(A), in accordance with the preceding paragraph (No such approvals shall be necessary for subleases under Successor Lease PSL-121(B)). The form of the new sublease shall provide, among other things, for (i) a Transfer Fee of 12 times the then existing monthly sublease rent payable by the sublessee each time the sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure,

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etc.), and (ii) an Encumbrance Fee of 3 times the then existing monthly sublease rent each time there is an encumbrance consent (i.e. Lessee consent to refinance or new financing under the sublease).

**B. Assignment or Transfer.**

The Lessee shall not, unless otherwise expressly authorized herein, assign or transfer all or any part of Lessee's interest in this Lease without the written consent of the Lessor (and sureties if required) and the written approval of the Secretary, such consent and approval not to be unreasonably withheld or delayed, and subject further to the payment by Lessee or its assignee of the "Master Transfer Fee" described below; provided, however, that the requirements for approvals of any assignment or transfer necessary for the Lessee to secure an Approved Encumbrance on a leasehold interest and/or for any Approved Encumbrancer shall be governed by the provisions of ARTICLE XVIII below. No such assignment or transfer shall be valid or binding without said consent and approval, or without the payment of the Master Transfer Fee, and then only upon the condition that assignee or other successor in interest, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease. Any assignment or transfer, unless approved as aforesaid, shall be deemed a breach of this Lease.

The Lessor and the Secretary shall not unreasonably withhold consent and approval of any assignment or transfer and shall either consent or approve or state reasons for disapproval of an assignment or transfer within thirty (30) days after the assignment is submitted for approval. If the Lessee has complied with all of its obligations in this ARTICLE XIV, Paragraph B, including payment of the Master Transfer Fee (which may be made to the BIA in trust for the benefit of Lessor, to be released upon consent and approval of said assignment or transfer), and is not in default under any provisions of this Lease, the failure of the Lessor or Secretary to respond with a written definitive approval or disapproval within this time period shall constitute a final and binding approval of said assignment or transfer.

If the Lessee is: (i) a corporation (excepting publicly traded corporations), then any dissolution, merger, consolidation of the corporation, or any sale, conveyance or other transfer of fifty percent (50%) or more of the voting stock of the corporation, or the sale or other transfer of fifty percent (50%) or more of the value of the assets of the corporation, in one transaction or over multiple transactions, shall be deemed an assignment; (ii) a limited liability company (excepting publicly traded limited liability companies), then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, of or by the member or members owning fifty percent (50%) or more in voting interests of the limited liability company, or the dissolution of the limited liability company, shall be deemed an assignment; (iii) a partnership, then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, by the partner or partners owning fifty percent (50%) or more in voting interests of the partnership, or the dissolution of the partnership without reconstitution, shall be deemed an assignment; or (iv) a trust or other entity, then any change in control of such entity shall be deemed an assignment. Lessee shall be obligated to notify the Secretary in writing of any such change in voting interests, voting stock or control, as the case may be.

**Master Transfer Fee.** In the event of, and concurrently with, Lessee's sale/transfer of all or any portion of its interest in this Lease (including a sale of the entire Leased Premises which is transacted as the sale of a sublease, where Lessee is paid consideration, in addition to market rent, for granting the sublease), or an assignment of an interest in the entity that owns this Lease which is deemed under the terms of this Lease to be an assignment of this Lease itself, and as a condition to the Lessor's and Secretary's approval of such transfer, Lessee shall pay, or cause to be paid, to the Lessor a transfer fee



("Master Transfer Fee") equal to One-Half Percent (0.50%) of the Gross Sales Price of the leasehold interest, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), increased by the same percentage as the cost of living index, as defined in Article VI.C. above, has increased, from the first base index defined in Article VI.C. to the index for the month of October preceding the effective date of the assignment, but not to exceed an average of four percent (4%) per year (as so adjusted, the "Master Transfer Fee Cap"). For these purposes, "Gross Sales Price" shall mean the gross consideration (whether cash, debt, stock or other financial consideration) paid by the purchaser/assignee of this Lease (or paid in the event of a deemed assignment), all before sales commissions, closing costs, escrow and title fees, and other expenses associated with the sale.

The Master Transfer Fee shall be allocated and paid to the Lessors in the same manner as GMAR payments as outlined above in Article VI.A.

To clarify, there will only be one Master Transfer Fee payable under this Lease and Successor Leases PSL-121(A) and PSL-121(B), together, per assignment. Stated another way, the Master Transfer Fee payable under this Lease for the subject assignment shall also satisfy the Master Transfer Fee payment requirements of Successor Lease PSL-121(A) and Successor Lease PSL-121(B).

For example, assuming Lessee desires to sell/transfer its leasehold interest under this Lease and Successor Lease PSL-121(A) and Successor Lease PSL-121(B), Lessee shall pay one Master Transfer Fee (not to exceed the Master Transfer Fee Cap)...assuming, in this illustration, the Master Transfer Fee for said sale/transfer is \$250,000.00, then a total of \$208,281.25 shall be paid to the applicable Lessors as to allotments held in Trust under this Lease (aka, the Lessors under PSL-121(A) through the BIA, and a total of \$41,718.75 shall be paid directly to the remaining Lessors (as to the allotments held in Fee) (aka, the Lessors under PSL-121(B)), according to their respective percent allocations.

## **ARTICLE XV.**

### **STATUS OF SUBLEASES**

Termination of this Lease prior to the stated expiration date of this Lease, by cancellation or otherwise, shall not serve to cancel subleases and/or subtenancies, but shall operate as an assignment to Lessor of Lessee's interests in any and all such subleases and/or subtenancies under this Lease. If this Lease terminates prior to the stated expiration date, Lessor agrees to recognize and be bound by any approved subleases, and Lessor shall recognize and not disturb any sublessee thereunder that attorns to Lessor and continues to perform all of its obligations under its sublease.

## **ARTICLE XVI.**

### **AGREEMENTS FOR UTILITY FACILITIES**

Lessee shall have the right to enter into agreements with public utility companies and the State of California or any of its political subdivisions, or the Agua Caliente Band of Cahuilla Indians, to provide utility services including, but not limited to, gas, water, electricity, telephone, television and sewer facilities, necessary to the full enjoyment of the Leased Premises and the development thereof in accordance with the provisions of this Lease, which agreement shall be binding upon any sublessee or other occupant of the Leased Premises. Upon entering into such agreement or agreements, the Lessee shall furnish the Secretary executed copies thereof together with a plat or diagram showing the location of the utility lines to be constructed in accordance therewith.

**ARTICLE XVII.**  
**RIGHTS OF WAY FOR STREETS AND UTILITY FACILITIES**

Lessor hereby consents to the granting of rights-of-way for streets and above ground and underground utility facilities, as defined in ARTICLE XVI above, necessary to the full enjoyment of the Leased Premises and development thereof. Such rights-of-way are to be granted by the Secretary in accordance with an approved conceptual plan and pursuant to the Act of February 5, 1948, Public Law 407, 62 Stat. 17, and any amendments thereto, as implemented by regulations of the Secretary applicable thereto.

**ARTICLE XVIII.**  
**APPROVED ENCUMBRANCE**

- A. This Lease, or any right to or interest in this Lease, or any of the improvements on the Leased Premises, may only be encumbered with an Approved Encumbrance. No encumbrance or any addition thereto or extension thereof shall be valid unless it is an Approved Encumbrance. Nothing contained herein shall prohibit a future assignment of an Approved Encumbrance, in whole or in part, by an Approved Encumbrancer, provided that notice of such assignment is provided to the Secretary. Upon providing said notice to the Secretary, any assignee of an Approved Encumbrance shall be an Approved Encumbrancer.
- B. An Approved Encumbrance must be confined to the leasehold interest of Lessee or the subleasehold interest of a sublessee and shall not jeopardize in any way the Lessor's interest in the Leased Premises. Lessor hereby consents to any such trust deed or mortgage subject to its approval by the Secretary. Lessee agrees to furnish as requested, any financial statements or analyses pertinent to the encumbrance that the Secretary may reasonably deem necessary to justify the amount and terms of said encumbrance. Lessee further agrees to authorize an Approved Encumbrancer to furnish the Secretary and/or Lessor, upon written request from the Secretary and/or Lessor, any specific information regarding the status of the Approved Encumbrance at any time during the term of this Lease.
- C. In the event of default by the Lessee under the terms of an Approved Encumbrance, the Approved Encumbrancer may exercise any rights provided in the agreement or by law for discharging such Approved Encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the Approved Encumbrancer shall give to the Secretary (or any other agency of the United States that may have jurisdiction over the Leased Premises at such time) and Lessor, notice of the same character and duration as is required to be given to Lessee by such Approved Encumbrance and/or the laws of the State of California. Lessor shall have the right to record a request for a copy of a notice of default and notice of sale in accordance with California Civil Code Section 2924b and applicable federal regulations and such recordation shall constitute compliance with this provision.
- D. If any sale under the Approved Encumbrance occurs, whether by power of sale or foreclosure (or deed or assignment in lieu of foreclosure to the Approved Encumbrancer or an affiliate of the Approved Encumbrancer), the purchaser at such sale shall succeed to all of the rights, title and interest of the Lessee in the leasehold estate covered by said Approved Encumbrance. It is further agreed that, if the purchaser at such sale is the Approved Encumbrancer

(or an affiliate of the Approved Encumbrancer), the Approved Encumbrancer (or such affiliate) may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of this Lease including the payment of rent (i.e., all past due and current rent, including interest). If the Approved Encumbrancer (or such affiliate) is the purchaser, it shall be required to comply with all the covenants and conditions of this Lease, including the payment of rent, only so long as it retains title to this leasehold. If a sale under the Approved Encumbrance occurs and the purchaser is a party other than the Approved Encumbrancer (or an affiliate of the Approved Encumbrancer), said purchaser, as successor-in-interest to the Lessee, shall be bound by all the terms and conditions of this Lease.

- E. Nothing herein shall in any manner limit, restrict or impair the right of Lessor to terminate this Lease and recover possession of the Leased Premises in the event of a default by Lessee subject to the rights provided to the Approved Encumbrancer in this Lease.
- F. Noncurable Defaults. An acquirer of the interests of Lessee in this Lease shall not be required to cure any type of default which cannot be cured without possession of the Leased Premises or which, because of its nature, may not be capable of cure (each, a "Noncurable Default").
- G. Notice. The Secretary shall give Approved Encumbrancer notice of any default of the payment of rental by the Lessee when said rent becomes forty five (45) days past due. The mortgage or trust deed executed by Lessee may provide that failure to pay rent or perform the other covenants of the Lease is a default under said mortgage or trust deed.
- H. Bankruptcy. Bankruptcy, receivership, or insolvency of Lessee shall not obligate any Approved Encumbrancer to pay any monies to cure or terminate the bankruptcy, receivership or insolvency, and the Approved Encumbrancer shall be required to do no more than is required of said Approved Encumbrancer by the terms of this Lease.
- I. Elections Under the Bankruptcy Code. Lessor acknowledges and agrees that (1) any right of election arising under Section 365(h)(1) of the Bankruptcy Code shall be exercised by the Approved Encumbrancer and not by Lessee; (ii) without limiting the generality of the foregoing, Lessee shall not, without the Approved Encumbrancer's prior written consent, elect to treat the Lease as terminated or to remain in possession of the Leased Premises under Section 365(h)(1) of the Bankruptcy Code, 11 U.S.C. § 365(h)(1); and (iii) any exercise or attempted exercise by Lessee of such right of election in violation of the preceding clauses shall be void.
- J. Rejection; Termination. Any rejection of this Lease by Lessee, by Lessee as debtor-in-possession, or by any trustee of Lessee pursuant to Section 365(h) of the Bankruptcy Code, shall not terminate this Lease. This Lease shall not be treated as terminated under Subsection 365(h)(1) of the Bankruptcy Code, and it shall continue in full force and effect in accordance with its terms. In no event shall any Approved Encumbrance of an Approved Encumbrancer, the lien of any such Approved Encumbrance, the security interests of any such Approved Encumbrance, or any note or other obligation secured by any such Approved Encumbrance be affected or impaired by any rejection of this Lease pursuant to Section 365(h) of the Bankruptcy Code.
- K. Rejection; Possession. Lessor acknowledges and agrees that, if Lessee, Lessee as debtor-

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in-possession, or any trustee of Lessee shall reject this Lease pursuant to Section 365(h) of the Bankruptcy Code: (a) Lessee shall without further act or deed be deemed to have elected under Section 365(h)(1) of the Bankruptcy Code to remain in possession of the Leased Premises for the balance of the term of this Lease and Approved Encumbrancer shall have the right to exercise any one or more of the extension options provided for in this Lease (if any); and (b) any exercise or attempted exercise by Lessee of any right to treat this Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code shall be void.

- L. Possession; Sublease; Sub-Sublease. For the purposes of Section 365(h) of the Bankruptcy Code, the term 'possession' as used herein shall mean the right to possession of the Leased Premises granted to Lessee under this Lease, whether or not all or any part of the Leased Premises shall have been subleased.
- M. Rejection by Lessee or Other Termination of Lease. Should Lessee reject or attempt to reject this Lease pursuant to Section 365(a) of the Bankruptcy Code, or should this Lease otherwise be terminated, Lessor or the Secretary shall give each Approved Encumbrancer written notice of such rejection or termination, together with a statement of all sums at the time due under this Lease (without giving effect to any acceleration), and of all other defaults under this Lease then known to Lessor. Each Approved Encumbrancer shall have the right, but not the obligation, to give written notice to Lessor within thirty (30) days after receipt of the rejection or termination notice provided for in the preceding sentence (but, with respect to a rejection, not later than thirty (30) days following the Bankruptcy Court's approval of such rejection), that Approved Encumbrancer has elected to: (i) enter into a new Lease with Lessor, or shall assume this Lease, and (ii) cure all such defaults outstanding thereunder (other than noncurable defaults) by concurrently curing such monetary defaults at the date of assumption and by curing such other defaults within a reasonable period of time after the date of such assumption, except for defaults of the type specified in Subsection 365(b)(2) of the Bankruptcy Code and any other noncurable default. If Approved Encumbrancer gives the written notice and election described above, then, as between Lessor and Approved Encumbrancer: (1) the rejection of this Lease by Lessee or other termination shall not constitute a termination of this Lease; (2) Approved Encumbrancer may assume the obligations of Lessee under this Lease without any instrument of assignment or transfer from Lessee, other than as may be reasonably required by Approved Encumbrancer to evidence the continued existence of this Lease or a new Lease as described above, as the case may be; (3) Approved Encumbrancer's rights under this Lease shall be free and clear of all rights, claims and Approved Encumbrances of or in respect to Lessee; (4) Approved Encumbrancer shall consummate the assumption of this Lease and the payment of the amounts payable by it to Lessor pursuant to this paragraph at a closing to be held at the office of Lessor at the address set forth herein or such other place as such parties may mutually agree upon, on the thirtieth (30th) Business Day after Approved Encumbrancer shall have given the written notice hereinabove provided for; and (5) upon any assignment of this Lease by Approved Encumbrancer, Approved Encumbrancer shall be relieved of all obligations and liabilities arising under this Lease or any new lease, as the case may be, from and after the date of any such assignment. Any such re-instated lease or new lease shall be equal in priority to this Lease.
- N. Assignment in Lieu. Acquisitions of the interest of Lessee by Approved Encumbrancer (or an affiliate of Approved Encumbrancer) by deed or assignment in lieu of foreclosure shall confer upon Approved Encumbrancer (or an affiliate of Approved Encumbrancer) the same rights

as if such Approved Encumbrancer (or an affiliate or designee of such Approved Encumbrancer) had acquired title by foreclosure action such as a Trustee's Sale.

- O. Notice Of Default. Lessor (and by approving this Lease, the Secretary) agree to deliver to Approved Encumbrancer, at the same time as delivery to Lessee, written notice of (1) any default by Lessee under this Lease, (2) any proposed termination of this Lease, and (c) the failure by Lessee to cure any default under this Lease after the expiration of any applicable cure period provided to Lessee. No notice of default given to Lessee, and no exercise of any remedy by Lessor as a result of any such default, shall be effective unless such notice shall have been delivered to Approved Encumbrancer. Further, such Approved Encumbrancer shall have the right to cure any monetary or non-monetary default by Lessee under this Lease. With regard to monetary defaults by Lessee, Approved Encumbrancer shall be afforded after the expiration of any cure period provided to Lessee, thirty (30) additional days to cure any such monetary default of Lessee, so long as all interest accrued on such monetary sums as provided in this Lease is paid as well. In addition, with regard to non-monetary defaults by Lessee, Approved Encumbrancer shall be afforded, after the expiration of any cure period provided to Lessee, sixty (60) additional days to cure any such non-monetary default of Lessee; or in the event that any such non-monetary default of Lessee cannot, with reasonable diligence, be cured within the additional cure period provided to Approved Encumbrancer in this subsection, such longer period as may be reasonably required to complete such cure, including, without limitation, such time as may be required for Approved Encumbrancer to gain possession of Lessee's interest under this Lease pursuant to a foreclosure or receivership action, provided that Approved Encumbrancer notifies Lessor, in writing, of Approved Encumbrancer's intention to cure such default and Approved Encumbrancer promptly commences and diligently pursues such cure to completion and diligently pursues such foreclosure or receivership action with respect to the cure of nonmonetary defaults requiring possession in order to cure. However, during any cure period afforded to Approved Encumbrancer and until the completion of the cure of a nonmonetary default or foreclosure proceedings, as applicable, the Approved Encumbrancer shall (i) pay the rents due and payable by the Lessee under this Lease; (ii) maintain all insurance as required by this Lease; and (iii) pay all Taxes due and unpaid on the taxable property covered by this Lease until the Leased Premises is either sold upon foreclosure pursuant to the terms of the Approved Encumbrance or released or reconveyed thereunder. Approved Encumbrancer shall not be obligated to cure a Noncurable Default.
- P. Lessee Default: Bankruptcy. In case a default or breach on the part of the Lessee occurs preceding, during, or due to the bankruptcy, receivership, or insolvency of the Lessee, and the Approved Encumbrancer, prior to the receipt of the notice of default or within sixty (60) days after the receipt thereof, shall have filed in the court having jurisdiction over such bankruptcy, receivership or insolvency, a petition for permission to foreclose, the filing of such petition shall be deemed to be the beginning of foreclosure proceedings for the purpose of the foregoing paragraph.
- Q. Rights of Approved Encumbrancer as Lessee. In connection with the exercise of its remedies under its loan documents or upon becoming the lessee under this Lease or a new lease as described above, an Approved Encumbrancer (or an affiliate of such Approved Encumbrancer) shall succeed to all of Lessee's rights, title, and interest in and to the improvements situated on the Leased Premises, which improvements, are owned by Lessee during the term of this Lease.

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- R. No Right of Lessor to Terminate Lease. Notwithstanding anything in this Lease to the contrary, except as otherwise expressly provided in this Lease, Lessor agrees that neither the sale of the leasehold estate by way of judicial or non-judicial foreclosure, nor the appointment by Approved Encumbrancer of a receiver to collect rents, or the actual collection of rents from the Leased Premises by the Approved Encumbrancer shall give Lessor any right to terminate this Lease.
- S. No Modifications. Without the prior written consent of the Approved Encumbrancer of record, Lessor and Lessee shall not mutually agree to modify, terminate, amend, alter or cancel this Lease or effect the surrender of the Leased Premises and any such action taken without the Approved Encumbrancer's written consent shall be of no force or effect. The foregoing provision does not in any manner limit, restrict, or impair the right of Lessor to terminate this Lease and recover possession of the Leased Premises in the event of a default by Lessee subject to the rights of the Approved Encumbrancer in this Lease.
- T. Lender Amendments. Lessor and Lessee shall cooperate in including in this Lease by suitable amendment from time to time any provisions that may reasonably be requested by any proposed lender or Approved Encumbrancer for the purpose of implementing lender protection provisions (which allow this Lease to continue to be financeable) and allowing an Approved Encumbrancer reasonable means to protect or preserve the lien of any Approved Encumbrance on the occurrence of a default by Lessee. Lessor and Secretary and Lessee each agree to execute and deliver (and to acknowledge, if necessary for recording purposes) any agreement necessary to effect any such amendment; provided, however, that such an amendment shall not in any material respect adversely affect any rights of Lessor under this Lease.
- U. Effect on Lessee. The Approved Encumbrancer shall not be liable to Lessee or any sublessee for any adverse effect that any provisions required by said Approved Encumbrancer may have upon Lessee or said sublessee.

## **ARTICLE XIX.**

### **LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES**

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

**ARTICLE XX.**  
**LESSOR PAYING CLAIMS**

Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefor, if the Lessee after written notice from Lessor or Secretary fails to pay or to post bond against enforcement within thirty (30) days. All such sums paid by Lessor as well as all costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand with interest at the rate of ten percent (10%) per annum from date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this Lease.

**ARTICLE XXI.**  
**PUBLIC LIABILITY INSURANCE**

At all times during the term of this Lease, Lessee shall carry public liability insurance in amounts not less than THREE MILLION DOLLARS (\$3,000,000.00) for personal injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage, said policy to be written jointly to protect Lessee, Lessor, and the Secretary. Evidence, acceptable to the Secretary, of such coverage or a change in coverage shall be furnished to the Secretary. The aforementioned minimum coverage amounts shall be increased from time to time to reflect then-current industry standards. Lessee shall notify the Secretary without delay if Lessee becomes aware of any occurrence which might precipitate the filing of a claim against the insured.

Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use or condition of the Leased Premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on or about said premises or from any other cause whatsoever, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct. Lessee hereby releases and waives all claims against Lessor and the United States and agrees to indemnify and hold Lessor and the United States free and harmless from and to defend them against any death or injury to person or, loss or damage of property, whatsoever kind or nature, arising from the use or condition of the Leased Premises, together with all costs and expenses in connection therewith, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct.

**ARTICLE XXII.**  
**FIRE AND DAMAGE INSURANCE**

Lessee shall, from the date of approval of this Lease, carry fire insurance with extended coverage endorsements, to include vandalism, jointly in the names of the Lessee and Lessor, covering the full insurable value of all improvements on the Leased Premises. Lessee may satisfy the above requirement as to subleased portions of the Leased Premises by requiring its sublessees to carry said insurance over the subleased premises. Evidence, acceptable to the Secretary, of such coverage or a change in coverage shall be furnished to the Secretary. Lessee shall notify the Secretary without delay if Lessee becomes aware of any occurrence which might require filing of a claim with the insurer.

Lessee (and/or sublessees) shall pay all premiums and other charges for such insurance and shall deposit with the Secretary evidence, acceptable to the Secretary, that said premiums or other charges have

been paid. Lessee hereby agrees that damage to or destruction of any building or improvement on the Leased Premises at any time by fire or any other casualty whatsoever shall not cause termination of this Lease or authorize the Lessee or those claiming by, through, or under it to quit or surrender possession of said lands or any part thereof, and shall not release the Lessee in any way from its liability to pay Lessor the rents hereinabove provided for or from any other agreements, covenants, or conditions of this Lease. In the event of damage to any improvement on the Leased Premises, the Lessee shall reconstruct the improvement in compliance with applicable laws and building regulations and (i) in material accordance with the original plans with such revisions as required by updated building codes (in which case Lessor or Secretary approval is not required), or (ii) in accordance with modified Conceptual Plans to be approved pursuant to ARTICLE VIII hereof. Such reconstruction shall commence within one (1) year after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in escrow with an institution approved by Secretary.

The Lessee shall also deposit in said escrow as needed all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements, and funds shall be disbursed during the progress of reconstruction on receipt of industry standard contractor's certificates.

If Lessee is not in default under this Lease, all money in escrow after reconstruction has been completed and construction costs paid shall be paid to Lessee. If Lessee is in default, said money shall remain in escrow as security for performance by Lessee until said default is corrected, after which, funds remaining shall be paid to Lessee. If Lessee does not correct the default within the cure period specified in this Lease, said funds shall be paid to the Lessor up to the amount needed to remedy such default.

An Approved Encumbrancer may be named as a loss payee under the insurance mentioned herein, and in the event of loss or damage to the buildings on the Leased Premises while an Approved Encumbrance remains unpaid, the proceeds of such insurance shall be paid to the Approved Encumbrancer and held pending disbursement for repair of the loss or damage. If such amount paid to the Approved Encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, or if insufficient to repair the loss or damage, and Lessor or Lessee shall within three (3) months after such payment by the insurer to the Approved Encumbrancer deposit with the Approved Encumbrancer sufficient funds to completely repair the loss or damage when added to the amount paid by the insurer to the Approved Encumbrancer, the Approved Encumbrancer shall, upon written order of Lessor and Lessee, and in compliance with commercially reasonable disbursement procedures established by the Approved Encumbrancer, pay such monies for such repair, and it shall not be deemed a payment or credit on the Approved Encumbrance. However, if prior to the expiration of such three (3) month period, the Lessor or Lessee shall not so deposit money with the Approved Encumbrancer, or, if the repair of the loss or damage is not commenced as required by this Lease, the said sum so paid by the insurer to the Approved Encumbrancer shall be applied and credited to the Approved Encumbrance, but only to the extent of the Approved Encumbrance.

#### **ARTICLE XXIII.** **UNLAWFUL USE**

The Lessee agrees not to use or cause to be used any part of the Leased Premises for any unlawful conduct or purpose; provided that Lessee or its subtenants may contest the validity of any applicable law, statute, rule, code, ordinance or regulation at its own cost. There must not be any unlawful conduct,



creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises.

**ARTICLE XXIV.**  
**EMINENT DOMAIN**

If, at any time during the term of this Lease, the Leased Premises or any part thereof is taken or condemned under the laws of the eminent domain, then, and in every such case, the leasehold estate and interest of the Lessee in the portion of the Leased Premises so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the Leased Premises shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved, in which case the compensation or award, only insofar as it is awarded for damages to the improvements on the Leased Premises, to the extent of the unpaid balance of any Approved Encumbrance, shall be paid to the Approved Encumbrancer. As between Lessor and Lessee or sublessor and sublessee, as the case may be, such amount shall be deemed paid to the Lessee or sublessee and if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this Lease, Lessee or sublessee shall pay any such excess to Lessor or sublessor, as appropriate.

The rental thereafter payable hereunder for the remainder of the term of this Lease shall be reduced proportionately based on the percent of total square feet in the Leased Premises so taken, subject to the approval of the Secretary. If after condemnation, continuation of this Lease is no longer feasible, this Lease may be terminated by agreement of the parties, subject to the approval of the Secretary.

Any disputes arising under this Article which cannot be resolved by the parties, shall be arbitrated pursuant to ARTICLE XXV hereof.

This ARTICLE XXIV shall apply solely to takings or condemnations of this Lease, and not to takings or condemnations of subleases.

**ARTICLE XXV.**  
**ARBITRATION**

Whenever during the term of this Lease the parties hereto are unable to reach an agreement as required by this Lease or to resolve a dispute regarding this Lease, or breach or performance of it, such dispute shall be settled by arbitration before a three-member Arbitration Board which shall be established, one member to be selected by the Lessor and one member to be selected by the Lessee with the two members thereafter to select a third member, or, if they cannot reach agreement, the third member shall be selected by the federal district court. Upon written notice to the Secretary that Lessee and Lessor are seeking resolution of a dispute by arbitration, the arbitrator or arbitration board shall be established as soon as possible but no later than forty-five (45) days thereafter.

The costs of such arbitration or arbitration board shall be shared equally by the Lessee and the Lessor. It is understood and agreed that the Secretary shall be expected to accept decisions reached by said Arbitration Board, but the Secretary shall not be bound by any decision that is in conflict with federal law and/or the interests of the Lessor or the United States Government.

In the event of any arbitration pursuant to this Article commenced by Lessor, Lessor shall promptly notify an Approved Encumbrancer. Lessor shall provide such Approved Encumbrancer with copies of all additional notices, papers, and other documents related to such proceeding when and as given or received

by Lessor. Such Approved Encumbrancer shall be entitled to participate in any arbitration proceeding together with or on behalf of Lessee, however will not be required to bear a proportionate percentage of costs.

**ARTICLE XXVI.**  
**DEFAULT**

- A. Time is of the essence of this Lease.
- B. Subject to ARTICLE VI, if Lessee has defaulted in any payment of monies or fails to post bond, as required by the terms of this Lease, and if such default shall continue uncured for the period of thirty (30) days after written notice thereof by the Secretary to Lessee, or if Lessee has breached any other covenant of this Lease, and if the breach of such other covenant shall continue uncured for a period of sixty (60) days after written notice thereof by the Secretary to the Lessee, provided that, if Lessee commences to cure prior to the expiration of such sixty (60) day period shall be extended so long as Lessee thereafter continues to prosecute such cure with reasonable diligence, then the Lessor may either:
  - (1) Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or
  - (2) Reenter the Leased Premises and remove all persons and property therefrom, excluding the persons and property belonging to authorized sublessees, and either:
    - (a) Relet the Leased Premises without terminating this Lease, as the agent and for the account of Lessee, but without prejudice to the right to terminate this Lease thereafter, and without invalidating any right of Lessor and the Secretary or any obligation of Lessee hereunder. Terms and conditions of such reletting shall be at the discretion of Lessor and the Secretary, who shall have the right to alter and repair the Leased Premises as they deem advisable, and to relet with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due, including attorneys' fees and real estate commission paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor may sue thereafter as each monthly deficiency shall arise; or
    - (b) Terminate this Lease at any time even though Lessor and the Secretary have exercised rights as outlined in (1) or (2) above, in which case the Lessee shall quit and surrender the Leased Premises to Lessor.
- C. Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this Lease.
- D. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. Nothing in this Lease shall prohibit or prevent the Lessor from pursuing on its own behalf any remedy it may have under law for the breach of any covenant of this Lease.

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**ARTICLE XXVII.**  
**ATTORNEY'S FEES**

If action or arbitration be brought by Lessor in unlawful detainer for rent or any other sums of money due under this Lease, or if action is brought by Lessor or Lessee to enforce performance of any of the covenants and conditions of this Lease, the losing party shall pay the reasonable attorneys' fees of the prevailing party, to be fixed by the Court as a part of the costs in any such action.

**ARTICLE XXVIII.**  
**HOLDING OVER**

Holding over by the Lessee after the termination or expiration of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the Leased Premises.

Lessee agrees to remove all property removable under the terms of this Lease within sixty (60) days after termination of this Lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of this Lease, beginning with the day following the termination date of this Lease and continuing for each day until said property is removed.

**ARTICLE XXIX.**  
**NO PARTNERSHIP; OPERATION OF BUSINESS**

Lessee and Lessor are not joint venturers or in partnership. Lessee is not and shall not be deemed to be an agent or representative of Lessor.

Lessee agrees that at all times during the term of this Lease, it will diligently attempt to keep the Leased Premises and all parts thereof actively used. All businesses on the Leased Premises shall be conducted during the regular and customary hours of such businesses and on all business days in good faith, so that Lessor will at all times receive the maximum income under the percentage rental provisions of this Lease.

**ARTICLE XXX.**  
**TERMINATION OF FEDERAL TRUST**

Nothing contained in this Lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the Leased Premises by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate this Lease. The owners of the Leased Premises and the Lessee and its surety or sureties and Approved Encumbrancer or Approved Encumbrancers shall be notified of any such change in the status of the Leased Premises.

**ARTICLE XXXI.**  
**LESSEE'S OBLIGATIONS**

While any portion of the Leased Premises are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of the Lessee's obligations under this Lease and the obligations of Lessee's sureties, are to the United States as well as to the owner of the Leased Premises. The obligations of the Lessee and its sureties to the Indian landowners are also enforceable by the United States, so long as the Land remains in trust or restricted status.

**ARTICLE XXXII.**  
**PAYMENTS AND NOTICES**

All notices, payments and demands, shall be sent to the parties hereto and their respective counsel at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. In addition, copies of all notices and demands shall be sent to the Secretary in care of the Palm Springs Office of the BIA. Notices and demands shall be delivered in person, or sent by overnight mail or certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first.

**ARTICLE XXXIII.**  
**INSPECTION**

Subject to giving Lessee forty eight (48) hours written notice, the Secretary and the Lessor and their authorized representatives shall have the right, at any reasonable times during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon. BIA has the right, at any reasonable time during the term of this Lease and upon reasonable notice, in accordance with §162.464, to enter the Land for inspection and to ensure compliance.

**ARTICLE XXXIV.**  
**DELIVERY OF PREMISES**

At the termination or expiration of Successor Lease PSL-121(A) and Successor Lease PSL-121(B), Lessee will peaceably and without legal process deliver up (i) the possession of the golf course portion of the Leased Premises, in good condition, usual wear and acts of God excepted, and (ii) Lessee's interests in the subleases.

**ARTICLE XXXV.**  
**LEASE BINDING**

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

**ARTICLE XXXVI.**  
**INTEREST OF MEMBER OF CONGRESS**

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

**ARTICLE XXXVII.**  
**VALIDITY**

So long as any portion of the Leased Premises is held in federal trust or restricted status, this Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon any party hereto until approved by the Secretary.

**ARTICLE XXXVIII.**  
**LESSOR'S DETERMINATIONS, CONSENTS OR APPROVALS**

Whenever in this Lease it is provided that the Lessor may exercise any rights or discretions or makes any determinations, consents or approvals, except reductions in payment obligations to the Lessors (including but not limited to changes in participation of the Lessors in rentals), increases or decreases in the Leased Premises, termination or change of the term of the Lease, or modification in dispute resolution procedures, the action of those Lessors holding the majority of interest in the ownership of the Leased Premises shall constitute the action of all the Lessors for the purpose of this Lease and any extension thereof.

Further, individual Lessors are deemed to have consented to an amendment of the Lease where they do not object in writing to the amendment within thirty (30) days following their receipt of the amendment. In connection with the above "deemed consent" provision and for so long as any portion of the Leased Premises is held in federal trust or restricted status, the parties shall submit to the Secretary and/or BIA, the following: (1) a copy of the executed amendment or other documentation of any individual Lessors' actual consent; (2) proof of mail of the amendment to any individual Lessors who are deemed to have consented; and (3) any other pertinent information for the BIA to review.

**ARTICLE XXIX.**  
**TAX IMMUNITY**

Nothing contained in this Lease shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust or restricted Indian property or any interest therein or income therefrom.

**ARTICLE XL.**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Where applicable, Lessor hereby consents to Lessee's execution of a Declaration of Covenants, Conditions and Restrictions (or similar document(s)) in accordance with governing laws, rules, regulations and ordinances. Said declaration shall not contain any provisions in conflict with the provisions of this Lease and the subleases with which it is to be used.

**ARTICLE XLI.**  
**APPROVAL BY LESSOR AND/OR SECRETARY**

Whenever under the terms of this Lease the acceptance, consent or approval of the Lessor and/or the Secretary is required, said acceptance, consent or approval shall not be unreasonably withheld, delayed or conditioned.

**ARTICLE XLII.**  
**FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to indemnify or make money payments or furnish surety or provide the necessary bond, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the

continuance of the force majeure. The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. Any question of fact, or disputes, arising under this Article, which cannot be resolved by the parties, shall be arbitrated pursuant to ARTICLE XXV above.

### **ARTICLE XLIII.** **ENVIRONMENTAL PROTECTION REQUIREMENTS**

The Lessee shall comply with the 40 CFR, Parts 1500 through 1508, Council on Environmental Quality Regulations and all other regulations applicable to Environmental Protection Requirements on federal lands. No ground disturbing activities for this Lease shall occur until NEPA compliance has been met and this Lease has been approved by the Secretary or his authorized representative. No hazardous substance as defined by Federal and State of California law can be stored or placed on the Leased Premises by Lessee, except in compliance with all applicable laws.

### **ARTICLE XLIV.** **GENERAL PROVISIONS**

- A. No Merger. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate in the Leased Premises or with the interest or estate of any leasehold mortgage by reason of the fact that this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own a beneficial interest in the Leased Premises, or shall hold any leasehold mortgage.

No such merger shall occur unless and until all persons at the time holding the estates or interests to be merged shall join in a written instrument affecting such merger and shall duly record the same.

- B. Entire Agreement. This Lease (and Successor Lease PSL-121(A) and Successor Lease PSL-121(B)), sets forth all of the agreements, conditions and understandings between Lessor and Lessee relative to the leasing of the Leased Premises, and there are no promises, agreements, conditions, understanding, warranties or representations, oral or written, expressed or implied, between them other than as set forth or as referred to herein.
- C. Interpretation. The parties acknowledge and agree as to the factual accuracy of the introduction/recital provisions outlined above, with such introduction/recitals to constitute certain of the covenants, conditions, and substantive provisions of this Lease, and this Lease to be interpreted in accordance therewith.
- D. No Oral Modification. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination of abandonment is sought to be enforced.

- E. Headings. The Table of Contents and Article headings are inserted herein only for convenience and are no way to be construed as part of this Lease, or as indicative of the meaning of the provisions of this Lease or the intention of the parties, or as a limitation in the scope of the particular clauses to which they refer.
- F. Severability, Invalidity of Particular Provisions. If any term or provision or this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- G. Time of the Essence. Except as otherwise specifically provided in this Lease, time is of the essence in this Lease and in each and every provisions hereof on Lessor's and Lessee's parts to be performed.
- H. Construction. The parties agree that each party has reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in their interpretation of this Lease or any amendments or exhibits thereto.
- I. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the United States and, to the extent applicable, California law.
- J. Lessor's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessor shall have the right to undertake and continue to defend, at Lessee's reasonable costs and expense, any claim, action or proceeding which is brought against Lessor and which Lessee is obligated under this Lease to defend, if following ten (10) days notice to Lessee, Lessee shall have failed to diligently defend.
- K. Lessee's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessee shall have the right to undertake and continue to defend, at Lessor's reasonable costs and expense, any claim, action or proceeding which is brought against Lessee and which Lessor is obligated under this Lease to defend, if following ten (10) days notice to Lessor, Lessor shall have failed to diligently defend.
- L. Quiet Enjoyment. Lessor covenants and agrees that upon Lessee's paying the rent reserved herein and timely performing and observing all of the covenants and provisions of this Lease on Lessee's part to be performed and observed, Lessee shall peaceably and quietly enjoy the Leased Premises without disturbance by Lessor or anyone claiming by, through or under Lessor.
- M. No Third Party Beneficiary. The covenants and obligations set forth in this Lease are to benefit the parties hereto, and any Approved Encumbrancer as specified in this Lease, and shall not be for the benefit of any other third party.
- N. Estoppel Certificates. Lessor and Lessee agree at any time and from time to time, upon reasonable prior notice, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force' and effect as modified and stating the modifications),



(ii) the dates to which the rent has been paid, and (iii) whether or not, to the actual knowledge of the signer of such statement, either party is then in default or may be in default with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease, and, if in default, specifying each such default; it being intended that any such statement delivered pursuant to this Section may be relied upon by the receiving party, the receiving party's lender or any prospective purchaser of the interest of such party.

O. Counterparts. This Lease may be executed in several counterparts and all so executed shall constitute one Lease which shall be binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

P. Miscellaneous BIA Mandatory Provisions under 25 CFR part 162.

- (1) The Lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 162.014.
- (2) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact BIA and the tribe with jurisdiction over the Land to determine how to proceed and appropriate disposition.

#### **ARTICLE XLV.** **LESSORS USE OF GOLF COURSE**

Lessee hereby grants to the Lessors seven (7) honorary golf club memberships to use the golf course operated by Lessee on the Leased Premises (the "Honorary Memberships"), subject to the following terms and conditions:

- (1) Each of the seven (7) allotments listed in Article I shall be entitled to one (1) Honorary Membership.
- (2) In the event an allotment is held by more than one individual or is held by an entity, the authorized representative for the allotment shall designate the one (1) individual person who shall hold the Honorary Membership. The designated holder of an Honorary Membership may be changed from time to time, but not more frequently than once per calendar year.
- (3) Each proposed holder of an Honorary Membership is subject to Lessee's then current membership application process.
- (4) The Honorary Membership shall provide the holder with up to four (4) complimentary accompanied guest rounds per month, for up to three (3) guests for each round. If the holder of the Honorary Membership does not accompany the guests, the then current prevailing guest rate will apply. The complimentary accompanied guest rounds are not transferable or assignable, and any unused complimentary accompanied guest rounds are forfeited at the end of each month and are not accumulated or carried over.

584 1478Y22



- (5) The designated holder of the Honorary Membership may select a lesser category of membership, but shall not be entitled to any credit or discount as a result.
- (6) The payment of an initiation fee and monthly dues shall not be required under the Honorary Membership.
- (7) The holder of the Honorary Membership shall be responsible for the timely payment of all food and beverage charges, service charges, merchandise purchases, and other usage charges and fees, and applicable taxes incurred under the membership, and maintaining the membership in good standing.
- (8) Other than as described in subsection (2) above, the Honorary Memberships are non-transferable. The Honorary Memberships may not be sold and are non-refundable.
- (9) Except as set forth otherwise herein, each Honorary Membership is subject to all bylaws, rules and regulations, and other written policies of the Lessee.

#### **ARTICLE XLVI.**

#### **INDIAN TRUST STATUS AND FEE STATUS**

The parties hereto understand and acknowledge that certain portions of the Leased Premises (1) are jointly owned by co-owners who hold undivided interests in the same parcel in different forms of ownership (e.g. as of the Approval Date, Allotment PS-117E is jointly owned by Philip J. Prieto (as to 50% interest held in trust), Heirs of Frank Prieto Jr. (as to 37.25% interest held in fee), and Diana M. Richards (as to 12.75% interest held in trust)), and/or (2) were formerly owned in trust status under the original lease PSL-121 (which original lease PSL-121, as amended herein, is remaining in place until the first to occur of (i) its expiration or sooner termination, or (ii) the date the last existing sublease under PSL-121 has either expired by its terms or been extended and transferred to Successor Lease PSL-121(A) or Successor Lease PSL-121(B)), but are now owned in fee status (e.g. 60.62 acres of Allotment PS-116E is now held in fee by Choc & Mil LLC).

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. Secretary will not take action or collect rent on behalf of fee interest lessors/landowners). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the Leased Premises be leased under the terms of this Lease (or Successor Lease PSL-121(A) or Successor Lease PSL-121(B) as the case may be).

#### **ARTICLE XLVII.**

#### **AUTHORITY TO SIGN**

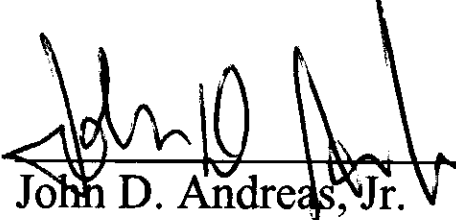
The persons whose signatures are affixed below represent and covenant that they are authorized and empowered to enter into this Lease in their respective capacities.

584 1478Y22

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Supplemental Agreement No. 7 to Business Lease PSL-121.

**LESSOR:**

Heirs of John Damon Andreas  
Allotment No. PS-50E:

  
\_\_\_\_\_  
John D. Andreas, Jr.

**/s/ Signed in counterpart**


\_\_\_\_\_  
Patricia M. Andreas

**/s/ Signed in counterpart**

\_\_\_\_\_  
Peter F. Arviso, Sr. (life estate)

**/s/ Signed in counterpart**

\_\_\_\_\_  
Anthony J. Boles

  
\_\_\_\_\_  
Peter F. Arviso, Jr.

**/s/ Signed in counterpart**

\_\_\_\_\_  
Amber L. Arviso

**/s/ Signed in counterpart**

\_\_\_\_\_  
Alberta P. Arviso

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

# All-purpose Acknowledgment

State of : Arizona  
 County of: Navajo } SS.

On 02/12/21 before me, Penni L. Totherow the undersigned, a notary public,  
 in and for said State, personally appeared John D Andreas, Jr

☐ personally known to me –OR– ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Penni L. Totherow  
 Signature

Penni L. Totherow  
 Name (Type or Printed)

April 30, 2023  
 My Commission Expires



-----  
 Optional

Description of Document: Supplemental Agreement No 7 to Business Lease PSL-121

Date of Document Friday, February 12, 2021

Number of Pages: 44

Signers other then listed above: none

584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY:** Penni L. Totherow

**COMMISSION NO:** 563369

**PLACE OF EXECUTION:** Riverside, CA

**DATE COMMISSION EXPIRES:** 4/30/2023

**COUNTY OF COMMISSION:** State of Arizona

**MANUFACTURER/VENDER NO:** N/A

**SIGNATURE:** Crystal Brown



**DATE:** 5/12/2022

**Stewart Title-Riverside**

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

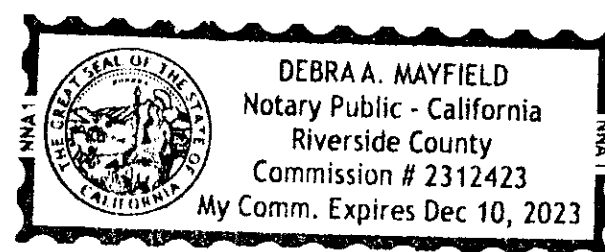
County of Riverside

On March 19, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Peter F. Arviso, Jr.** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

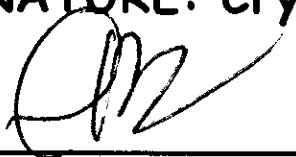
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Supplemental Agreement No. 7 to Business Lease PSL-121.

**LESSOR:**

Heirs of John Damon Andreas  
Allotment No. PS-50E:

**/s/ Signed in counterpart**

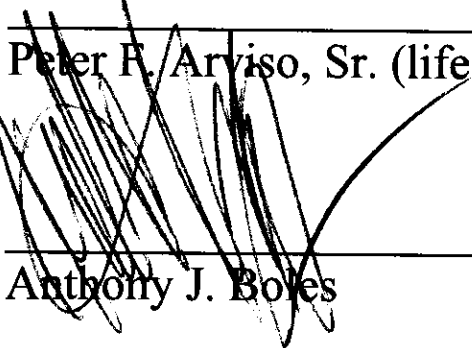
John D. Andreas, Jr.



Patricia M. Andreas

**/s/ Signed in counterpart**

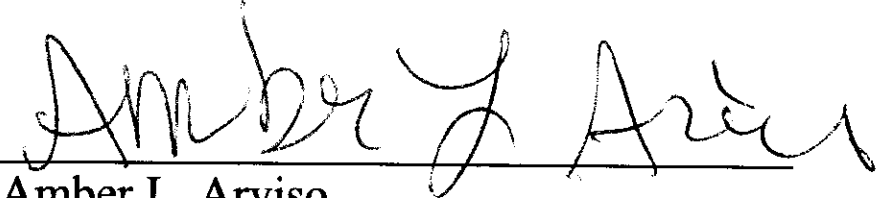
Peter F. Arviso, Sr. (life estate)



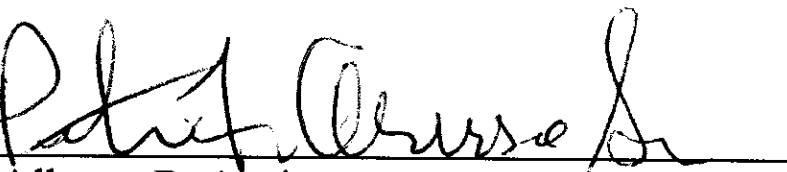
Anthony J. Boles

**/s/ Signed in counterpart**

Peter F. Arviso, Jr.



Amber L. Arviso



Alberta P. Arviso - Peter F. Arviso, Sr. (POA)  
For & on behalf of Lessor Alberta P. Arviso  
in accordance of 25 CFR 162.014(b)(5)

**[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]**

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

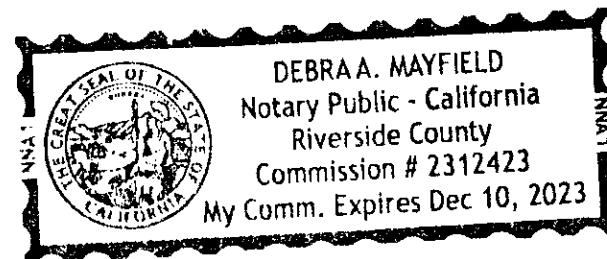
County of Riverside

On March 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Patricia M. Andreas**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY:** Debra A. Mayfield

**COMMISSION NO:** 2312423

**PLACE OF EXECUTION:** Riverside, CA

**DATE COMMISSION EXPIRES:** 12/10/2023

**COUNTY OF COMMISSION:** Riverside

**MANUFACTURER/VENDER NO:** NNA1

**SIGNATURE:** Crystal Brown



**DATE:** 5/12/2022

**Stewart Title-Riverside**

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

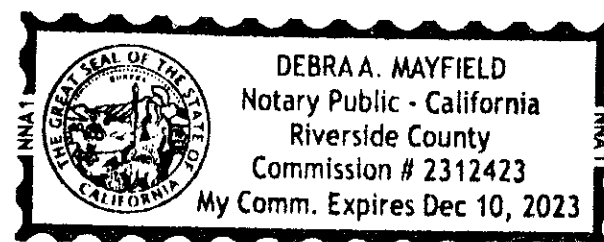
County of Riverside

On March 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Anthony J. Boles**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

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STATE OF CALIFORNIA

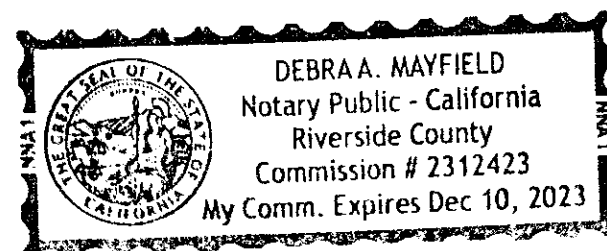
County of Riverside

On March 30, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Amber L. Arviso**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22



**GOVERNMENT CODE 27361.7**

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**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

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**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

## ACKNOWLEDGMENT

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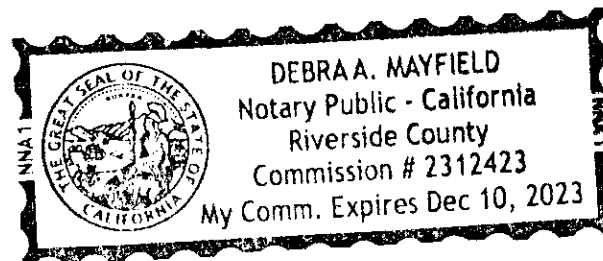
County of Riverside

On March 19, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Peter F. Arviso, Sr.** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

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**DATE: 5/12/2022**

**Stewart Title-Riverside**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Supplemental Agreement No. 7 to Business Lease PSL-121.

**LESSOR:**

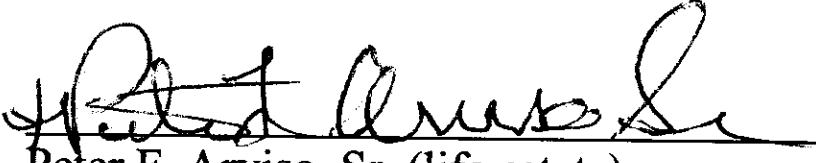
Heirs of John Damon Andreas  
Allotment No. PS-50E:

**/s/ Signed in counterpart**

\_\_\_\_\_  
John D. Andreas, Jr.

**/s/ Signed in counterpart**

\_\_\_\_\_  
Patricia M. Andreas

  
Peter F. Arviso, Sr. (life estate)

**/s/ Signed in counterpart**

\_\_\_\_\_  
Anthony J. Boles

**/s/ Signed in counterpart**

\_\_\_\_\_  
Peter F. Arviso, Jr.

**/s/ Signed in counterpart**

\_\_\_\_\_  
Amber L. Arviso

**/s/ Signed in counterpart**

\_\_\_\_\_  
Alberta P. Arviso

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside )


On March 12, 2021 before me, Lisa M. Auclair  
(insert name and title of the officer)

personally appeared Peter F. Arviso Sr.,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

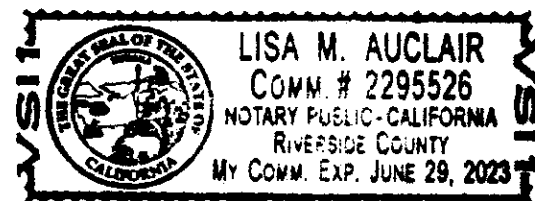
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Lisa M. Auclair**

**COMMISSION NO: 2295526**

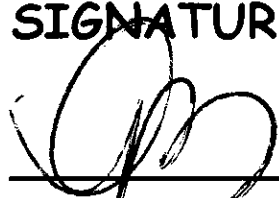
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 6/29/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: VSI1**

**SIGNATURE: Crystal Brown**




**DATE: 5/12/2022**

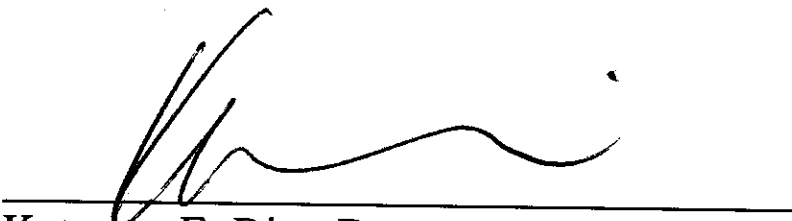
**Stewart Title-Riverside**



(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)


Heirs of Steven Allen Rice  
Allotment No. PS-118C:

  
\_\_\_\_\_  
Jessica V. Rice-Isidoro

  
\_\_\_\_\_  
Katarina E. Rice-Bracamontes

**/s/ Signed in counterpart**

\_\_\_\_\_  
Sara A. Rice

  
\_\_\_\_\_  
Steve A. Rice

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



DATE: 5/12/2022

Stewart Title-Riverside

## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

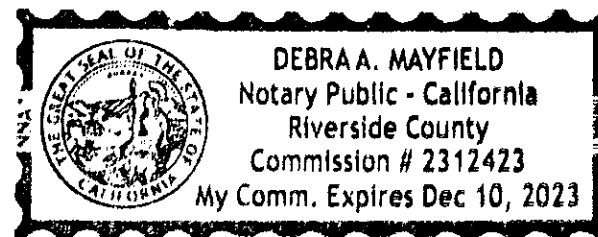
County of Riverside

On March 10, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Jessika V. Rice-Isidoro** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

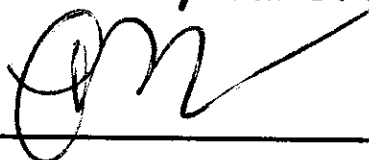
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

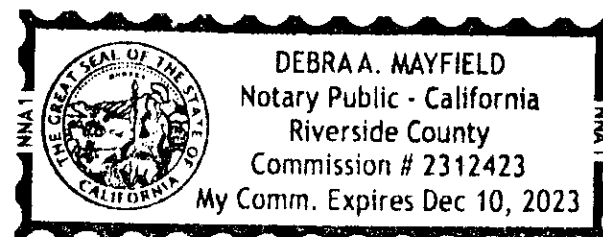
County of Riverside

On March 11, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Katarina E. Rice-Bracamontes**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

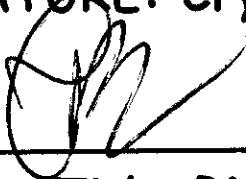
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_  
**Stewart Title-Riverside**

**DATE: 5/12/2022**



**ACKNOWLEDGMENT**

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STATE OF CALIFORNIA

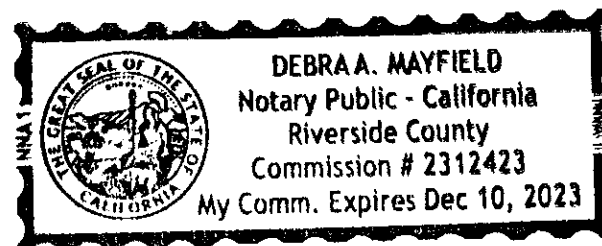
County of Riverside

On March 10, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Steve A. Rice**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**


**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**

(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

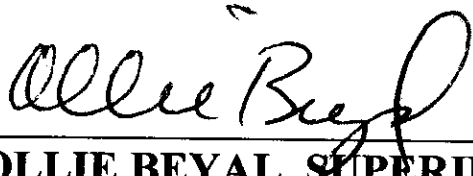
Heirs of Steven Allen Rice  
Allotment No. PS-118C:

**/s/ Signed in counterpart**

\_\_\_\_\_  
Jessika V. Rice-Isidoro

**/s/ Signed in counterpart**

\_\_\_\_\_  
Katarina E. Rice-Bracamontes



\_\_\_\_\_  
**OLLIE BEYAL, SUPERINTENDENT**  
Bureau of Indian Affairs, Palm Springs Agency  
For and on behalf of Lessor, **Sara A. Rice,**  
as Guardian in accordance with 25 C.F.R. 162.013(c)(3)

**/s/ Signed in counterpart**

\_\_\_\_\_  
Steve A. Rice

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

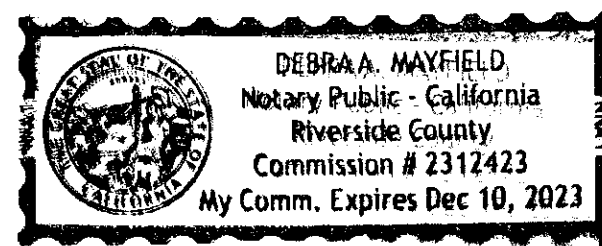
County of Riverside

On March 12, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Ollie Beyal**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423


PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

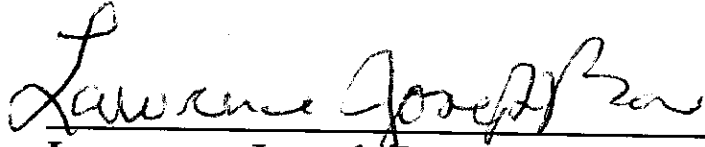
MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

  
\_\_\_\_\_  
Lawrence Joseph Bow  
Allotment No. PS-108E

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

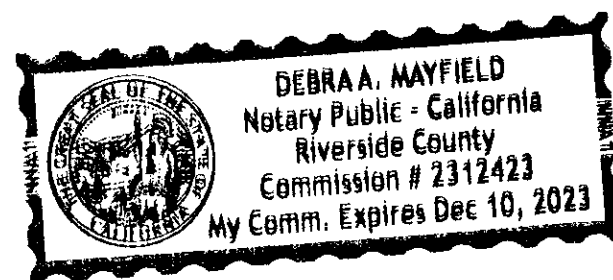
County of Riverside

On March 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Lawrence Joseph Bow**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

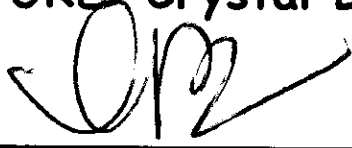
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

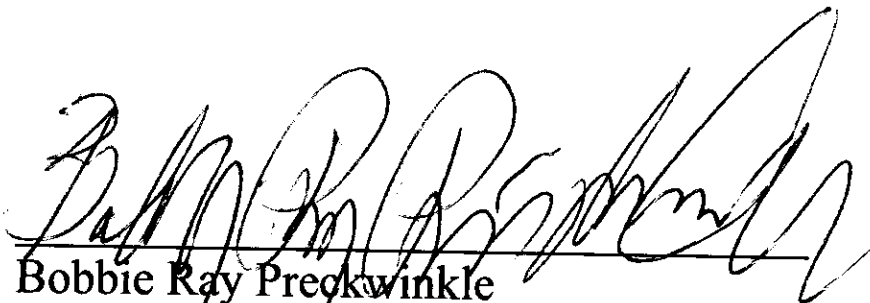


DATE: 5/12/2022

Stewart Title-Riverside



(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)



Bobbie Ray Preckwinkle  
Allotment No. PS-116E (Trust Portion)

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

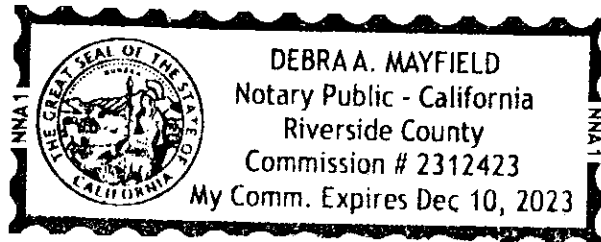
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On January 15, 2021 before me, Debra A. Mayfield, Notary Public,  
Date Here Insert Name and Title of the Officer  
 personally appeared Bobbie Ray Preck Winkle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra A. Mayfield  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: PSL 121 SA # 7

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

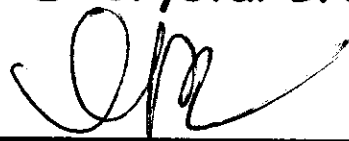
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



DATE: 5/12/2022

Stewart Title-Riverside

(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

Allotment No. PS-116E (Fee Portion)

Choc & Mil LLC, a California limited liability company

By:   
NAN SUO, Manager

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*

584 1478Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Ana I. Cuc

COMMISSION NO: 2334947

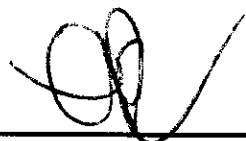
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 10/6/2024

COUNTY OF COMMISSION: Los Angeles

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



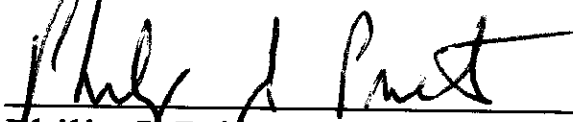
DATE: 5/12/2022

Stewart Title-Riverside

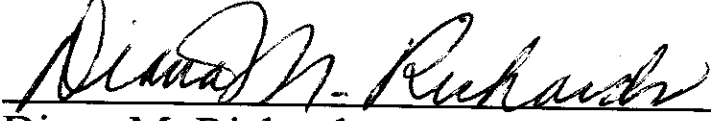
(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

Heirs of Frank Prieto III  
Allotment No. PS-117E:

Trust Portion:



Philip J. Prieto



Diana M. Richards

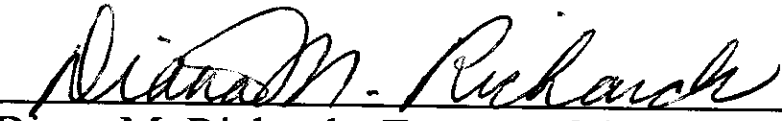
Fee Portion:




Philip J. Prieto



Dana R. Prieto



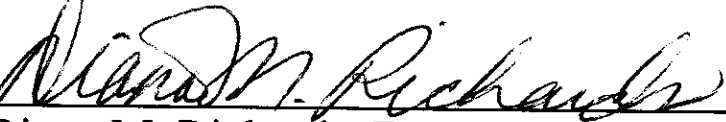
Diana M. Richards, Trustee of the Frank Prieto Trust dated December 16, 1997, for the benefit of Francesca Dora Dodd



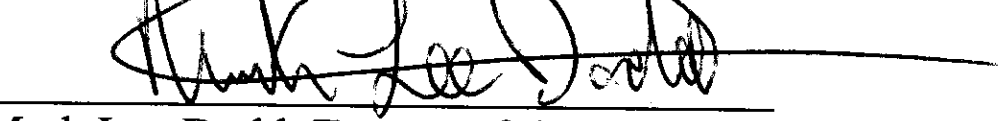
Diana M. Richards, Trustee of the Frank Prieto Trust dated December 16, 1997, for the benefit of Sabrena Corinne Dodd



Diana M. Richards, Trustee of the Frank Prieto Trust dated December 16, 1997, for the benefit of Isabella Eileen Dodd



Diana M. Richards, Trustee of the Frank Prieto Trust dated December 16, 1997, for the benefit of Giavonna Renona Dodd



Mark Lee Dodd, Trustee of the Prieto Dodd Family Trust

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

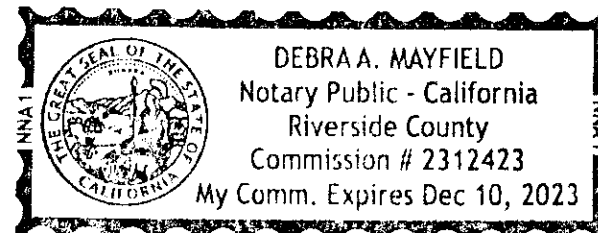
STATE OF CALIFORNIA  
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Philip J. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22



**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY:** Debra A. Mayfield

**COMMISSION NO:** 2312423


**PLACE OF EXECUTION:** Riverside, CA

**DATE COMMISSION EXPIRES:** 12/10/2023

**COUNTY OF COMMISSION:** Riverside

**MANUFACTURER/VENDER NO:** NNA1

**SIGNATURE:** Crystal Brown

  
\_\_\_\_\_**DATE:** 5/12/2022  
**Stewart Title-Riverside**

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

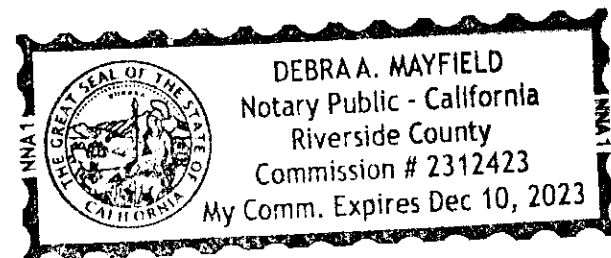
County of Riverside

On May 28, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Diana M. Richards**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A Mayfield (Seal)



584 167822

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**


**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

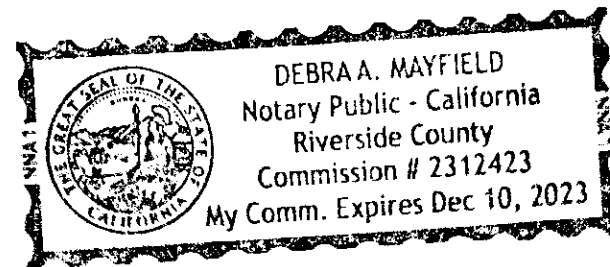
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Philip J. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

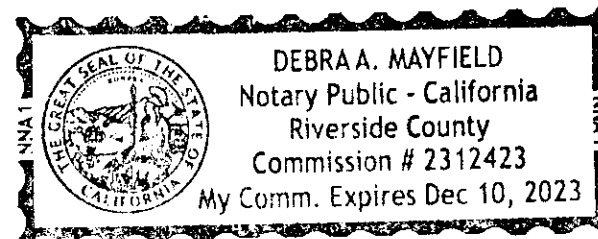
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Dana R. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

GOVERNMENT CODE 27361.7

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COMMISSION NO: 2312423

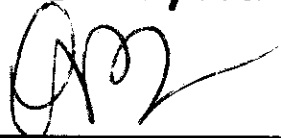
PLACE OF EXECUTION: Riverside, CA

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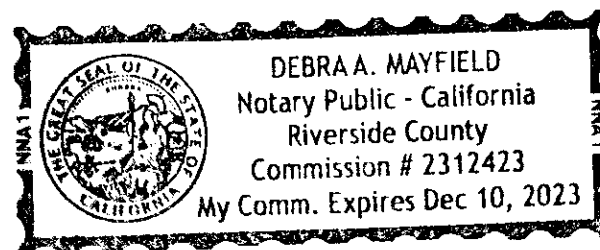
County of Riverside

On May 28, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Diana M. Richards**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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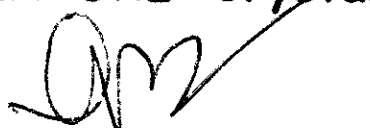
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

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\_\_\_\_\_  
Stewart Title-Riverside

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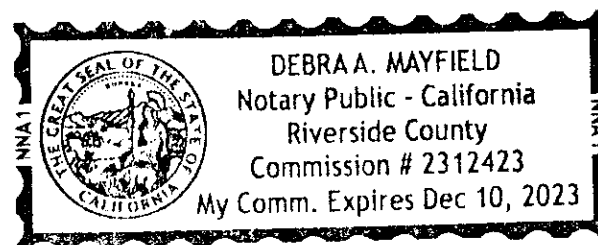
STATE OF CALIFORNIA  
County of Riverside

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584 1478Y22

**GOVERNMENT CODE 27361.7**

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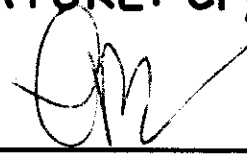
**PLACE OF EXECUTION: Riverside, CA**

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**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**

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STATE OF CALIFORNIA

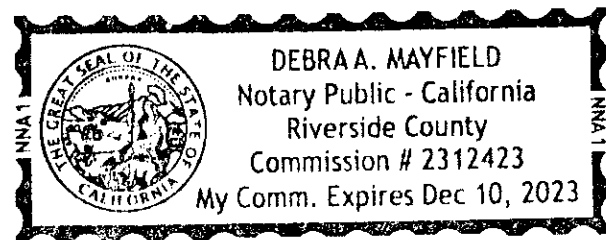
County of Riverside

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Stewart Title-Riverside

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STATE OF CALIFORNIA

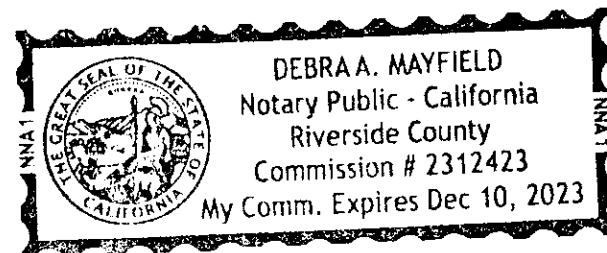
County of Riverside

On May 28, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Diana M. Richards**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22

**GOVERNMENT CODE 27361.7**

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**NAME OF NOTARY:** Debra A. Mayfield

**COMMISSION NO:** 2312423

**PLACE OF EXECUTION:** Riverside, CA

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**SIGNATURE:** Crystal Brown



**DATE:** 5/12/2022

**Stewart Title-Riverside**

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STATE OF CALIFORNIA

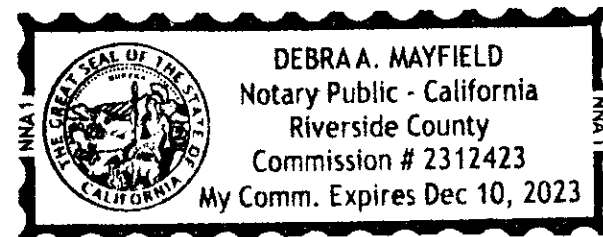
County of Riverside

On July 13, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Mark Lee Dodd** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1478Y22



**GOVERNMENT CODE 27361.7**

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**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

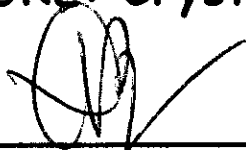
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

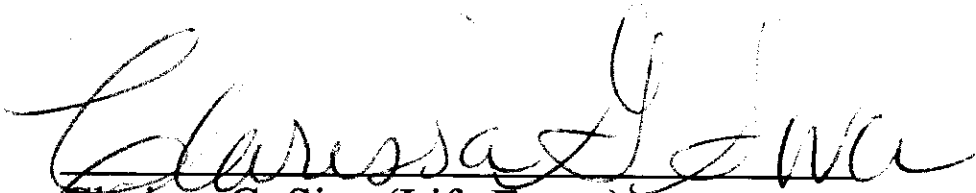


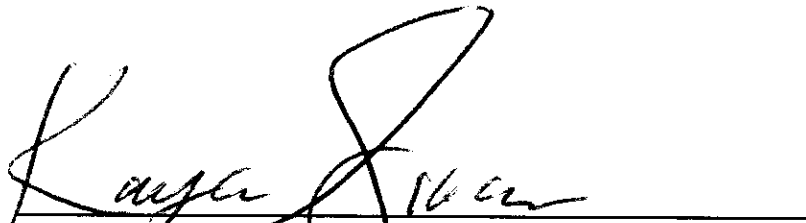
**DATE: 5/12/2022**

**Stewart Title-Riverside**

(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

Heirs of Edmund C. Siva  
Allotment No. PS-120E:

  
Clarissa G. Siva (Life Estate)

  
Kaya E. Siva

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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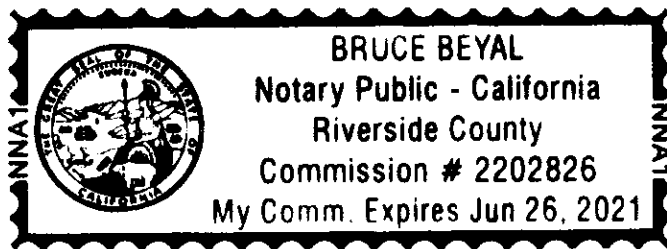
State of California

County of Riverside

On January 21, 2021 before me, Bruce Beyal, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Clarissa Gae Siva  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Bruce Beyal*  
 Signature of Notary Public

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Supplemental Agreement No. 7 to Business Lease PSL-121

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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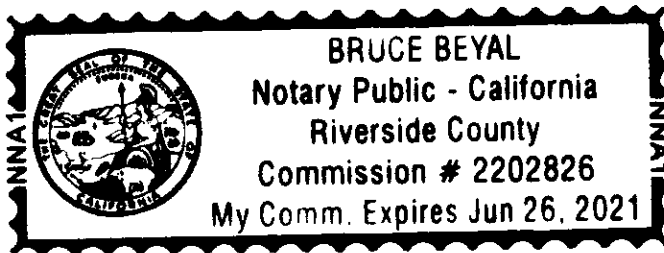
State of California }

County of Riverside

On January 21, 2021 before me, Bruce Beyal, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Kaya Elise Siva  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Bruce Beyal*  
 Signature of Notary Public

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Supplemental Agreement No. 7 to Business Lease PSL-121

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

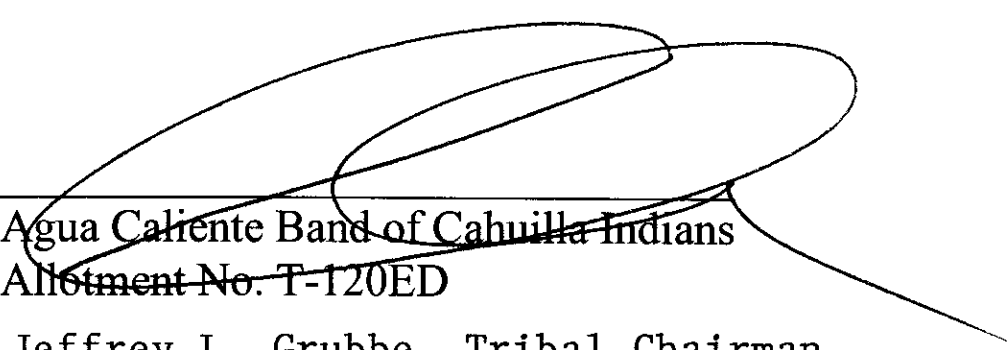
Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

584 1478Y22

(Continued Lessor Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)



Agua Caliente Band of Cahuilla Indians  
Allotment No. T-120ED

Jeffrey L. Grubbe, Tribal Chairman

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**ACKNOWLEDGMENT**

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State of California  
County of Riverside )

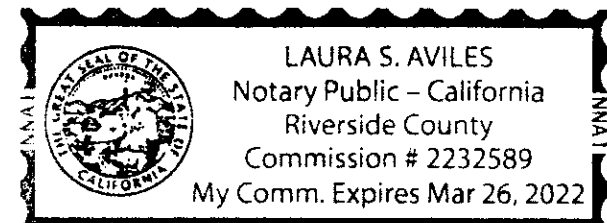
On January 5, 2021 before me, Laura S. Aviles, Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey L. Grubbe,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Laura S. Aviles* (Seal)



584 1478Y22

(Continued Signature Pages – Supplemental Agreement No. 7 to Business Lease PSL-121)

**LESSEE:**

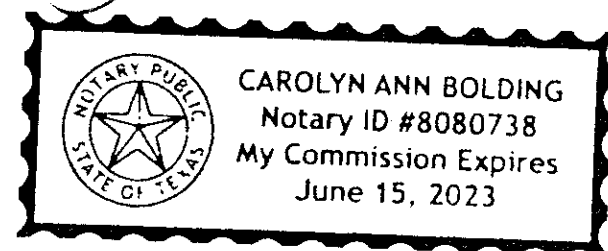
CLUBCORP MISSION HILLS COUNTRY  
CLUB, INC., a Delaware corporation

By:           A2          

Name: Andrew Lacko

Title: Treasurer

*Carolyn Ann Bolding*



*[All Signatures Must Be Notarized]*

EXHIBIT A

Land

PROPERTY DESCRIPTION

584 1478Y22



Exhibit "A"

## Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL 1: (Allotment No. PS-50E/ JOHN DAMON ANDREAS)**

The East 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 2: (Portion of Allotment No. PS-108E / LAWRENCE JOSEPH BOW)**

The West 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 3: (Allotment No. PS-116E / BOBBIE RAY PRECKWINKLE)**

The Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property set forth and described as Parcels A-1 and A-2, as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;  
 Thence North 89°51'20" West, a distance of 100.00 feet;  
 Thence South 00°08'40" West, a distance of 190.00 feet;  
 Thence South 50°32'38" West, a distance of 575.78 feet;  
 Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;  
 Thence North 75°06'58" West, a distance of 59.40 feet;  
 Thence North 01°19'53" West, a distance of 10.41 feet;  
 Thence North 75°06'58" West, a distance of 436.32 feet;  
 Thence South 33°43'48" West, a distance of 130.00 feet;  
 Thence South 23°57'34" East, a distance of 218.89 feet;  
 Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;  
 Thence South 30°51'12" East, a distance of 130.68 feet;  
 Thence South 00°08'40" West, a distance of 85.00 feet;  
 Thence South 23°02'14" West, a distance of 228.55 feet;  
 Thence South 07°44'30" West, a distance of 208.99 feet;  
 Thence South 38°08'06" East, a distance of 110.00 feet;  
 Thence South 84°00'42" East, a distance of 167.17 feet;  
 Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;

Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;

Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

(PARCEL A-1 CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS)

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;

Thence along said West line South 08°21'01" East a distance of 41.93 feet;

Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;

Thence North 06°33'00" East, a distance of 56.18 feet;

Thence North 68°27'00" East, a distance of 133.64 feet;

Thence South 21°33'00" East, a distance of 50.59 feet;

Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;

The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;

Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;

Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;

Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;

Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;

The following seven courses being along the easterly and southerly line of said Tract No. 12611;

Thence South 01°22'16" East, a distance of 350.81 feet;

Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;  
 Thence North 32°18'10" West, a distance of 74.47 feet;  
 Thence North 69°58'40" West, a distance of 84.52 feet;  
 Thence South 72°06'25" West, a distance of 342.84 feet;  
 Thence North 85°54'26" West, a distance of 139.95 feet;  
 Thence North 05°20'00" East, a distance of 205.95 feet;  
 Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;  
 Thence North 00°18'46" East along said West line, a distance of 18.66 feet;  
 Thence North 51°00'00" East, a distance of 109.04 feet;  
 Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;  
 Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

(PARCEL A-2 CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS)

(Parcel 3 – Approximately 179.38 acres)

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

**PARCEL 5: (Allotment No, PS-118C / STEVEN ALLEN RICE)**

The Northwest 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 40 acres)

**PARCEL 6: (Portion of Allotment No. PS-120E / EDMUND C. SIVA and Allotment No. PS-T120ED / AGUA CALIENTE BAND OF CAHUILLA INDIANS)**

The North 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property described as follows:

BEING THAT PORTION OF LAND IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH  $89^{\circ}22'21''$  EAST, 616.47 FEET TO THE NORTHWEST CORNER OF LOT 84 OF TRACT NO.10479 AS SHOWN IN MAP BOOK 96, PAGES 31 TO 35, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE WEST LINE OF SAID TRACT NO. 10479, SOUTH  $00^{\circ}37'23''$  EAST, 134.93 FEET TO A POINT ON THE WEST LINE OF LOT "B" OF SAID TRACT NO. 10479, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 144.00 FEET; THENCE ALONG THE WEST LINE OF SAID LOT "B" FOR THE NEXT SEVEN COURSES, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}56'39''$  A DISTANCE OF 50.13 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $19^{\circ}19'16''$  WEST, 44.31 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $37^{\circ}45'02''$  A DISTANCE OF 79.07 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $18^{\circ}25'46''$  EAST, 72.75 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 284.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}48'59''$  A DISTANCE OF 137.88 FEET; THENCE TANGENT TO LASTMENTIONED CURVE SOUTH  $09^{\circ}23'13''$  WEST, 62.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ}51'47''$  A DISTANCE OF 32.76 FEET TO THE SOUTHWEST CORNER OF BEFORE-MENTIONED LOT "B" , SAID POINT BEING ON THE NORTHERLY LINE OF LOT "A" OF PARCEL MAP NO. 18102 AS SHOWN IN PARCEL MAP BOOK 98, PAGE 23, OFFICIAL RECORDS OF THECOUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF SAID LOT "A" FOR THE NEXT FOUR COURSES, NORTH  $76^{\circ}45'00''$  WEST, 70.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $82^{\circ}55'16''$  A DISTANCE OF 188.14 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $20^{\circ}19'44''$  WEST, 19.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 750.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}54'34''$  A DISTANCE OF 38.12 FEET TO THE MOST NORTHEASTERLY CORNER OF PARCEL 2 OF BEFORE-MENTIONED PARCEL MAP. NO 18102; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 FOR THE NEXT FOUR COURSES, NON-TANGENT TO

LASTMENTIONED CURVE NORTH 73°32'05" WEST, 120.00 FEET; THENCE NORTH 40°18'35" WEST, 98.20 FEET; THENCE SOUTH 56°31'53" WEST, 92.74 FEET; THENCE SOUTH 67°43'48" WEST, 110.28 FEET TO A POINT ON THE WEST LINE OF BEFORE-MENTIONED NORTHEAST QUARTER OF SECTION 26; THENCE ALONG SAID WEST LINE, NORTH 00°18'59" EAST, 683.68 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION CONTAINS 8.87 ACRES, MORE OR LESS.

(Parcel 6 – Approximately 71.13 acres (stated another way, Parcel 6 began as 80.00 acres, but after excepting out the above-described 8.87 acres, it is left with approximately 71.13 acres))

All of the above land containing 570.51 acres, more or less.

EXHIBIT B

PSL-121(B) Land

PROPERTY DESCRIPTION

584 1478Y22

Exhibit "B"  
PSL-121(B) Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;

Thence North 89°51'20" West, a distance of 100.00 feet;

Thence South 00°08'40" West, a distance of 190.00 feet;

Thence South 50°32'38" West, a distance of 575.78 feet;

Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;

Thence North 75°06'58" West, a distance of 59.40 feet;

Thence North 01°19'53" West, a distance of 10.41 feet;

Thence North 75°06'58" West, a distance of 436.32 feet;

Thence South 33°43'48" West, a distance of 130.00 feet;

Thence South 23°57'34" East, a distance of 218.89 feet;

Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;

Thence South 30°51'12" East, a distance of 130.68 feet;

Thence South 00°08'40" West, a distance of 85.00 feet;

Thence South 23°02'14" West, a distance of 228.55 feet;

Thence South 07°44'30" West, a distance of 208.99 feet;

Thence South 38°08'06: East, a distance of 110.00 feet;

Thence South 84°00'42" East, a distance of 167.17 feet;



Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;  
 Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;  
 Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

(CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS)

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
 Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;  
 Thence along said West line South 08°21'01" East a distance of 41.93 feet;  
 Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;  
 Thence North 06°33'00" East, a distance of 56.18 feet;  
 Thence North 68°27'00" East, a distance of 133.64 feet;  
 Thence South 21°33'00" East, a distance of 50.59 feet;

Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;

The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;

Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;

Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;

Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;

Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;

The following seven courses being along the easterly and southerly line of said Tract No. 12611;

Thence South 01°22'16" East, a distance of 350.81 feet;

Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;

Thence North 32°18'10" West, a distance of 74.47 feet;

Thence North 69°58'40" West, a distance of 84.52 feet;

Thence South 72°06'25" West, a distance of 342.84 feet;

Thence North 85°54'26" West, a distance of 139.95 feet;

Thence North 05°20'00" East, a distance of 205.95 feet;

Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;

Thence North 00°18'46" East along said West line, a distance of 18.66 feet;

Thence North 51°00'00" East, a distance of 109.04 feet;

Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;

Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

(CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS)

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

(note: an undivided 37.25% interest in this land is held in fee status, and an undivided 62.75% interest in this land is held in trust status, which is the reason this land is described in both Exhibit "A" and Exhibit "B")



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Pacific Regional Office

2800 Cottage Way, Room W-2820

Sacramento, CA 95825

ACBCI LTRO RECEIVED  
MAY 5 '22 PM3:38

## APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 7 TO BUSINESS LEASE PSL-121

The within Supplemental Agreement No. 7 to Business Lease PSL-121 between the Heirs of John Damon Andreas Sr., PS-50E, Lawrence Bow Sr., PS-108E, Bobbie Preckwinkle, PS-116E, Choc & Mil LLC, a California limited liability company, the Heirs of Steven Allen Rice, PS-118C, the Heirs of Edmund C. Siva, PS-120E, the Heirs of Frank Prieto, III, PS-117E, and the Agua Caliente Band of Cahuilla Indians (LESSORS) and ClubCorp Mission Hills Country Club, Inc. (LESSEE), is hereby approved.

AMY  
DUTSCHKE

Digitally signed by AMY  
DUTSCHKE  
Date: 2022.04.29  
09:56:14 -07'00'

Regional Director

Pursuant to the authority delegated by 209 DM 8, 230 DM 1, and 3 IAM 4

584 1478Y22

## RECORDING REQUESTED BY

Stewart Title of California  
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME ClubCorp Mission Hills Country Club, Inc.  
3030 LBJ Freeway, Ste 600  
DALLAS, TX 75234

STREET  
ADDRESS

CITY, STATE &  
ZIP CODE

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA VICTORIA #411

226385

DTT: \_\_\_\_\_  
TRA: \_\_\_\_\_

SPACE ABOVE FOR RECORDER'S USE ONLY

Successor Lease PSL-121 (B)Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (Government Code Section 27388.1 (GC)), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

REASON FOR EXEMPTION:

- ☐ Exempt as Transfer of real property subject to imposition of documentary transfer tax.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt as Transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☒ Exempt from fee under GC 27388.1 (a) (1); exceeds maximum fee of \$225.00.
- ☐ Exempt from fee under GC 27388.1 (a) (1); not related to real property.

THE FOLLOWING EXEMPTIONS APPLY TO CERTAIN COUNTIES INCLUDING KERN, MARIN, PLUMAS, SAN DIEGO AND SAN FRANCISCO COUNTIES:

- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT) which was paid on document recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records, or
- ☐ Exempt from fee under GC 27388.1 (a) (1); recorded "in connection with" a transfer where the maximum fee of \$225 was reached with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer that is a residential dwelling to an owner-occupier with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.

I hereby declare under penalty of perjury that the information provided above is true and correct  
to the best of my knowledge and understanding.

Executed this 12th day of May, 2022

At Riverside, CA  
City State

City

State

Signature

## **SUCCESSOR LEASE PSL-121(B)**

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EXHIBIT A

EXHIBIT B

## **SUCCESSOR LEASE PSL-121(B)**

### **Introduction and Recitals**

This Lease is related to Business Lease PSL-121, which lease was approved by the Secretary of the Interior on July 3, 1969, and recorded on April 23, 1970 as Instrument No. 37878 of the Official Records of Riverside County, California. It is the intent of the parties to concurrently enter into Supplemental Agreement No. 7 to Business Lease PSL-121 which amends and restates that lease (as amended, "PSL-121"). The parties further intend to concurrently enter into Successor Lease PSL-121(A), as a companion lease to this Successor Lease PSL-121(B), with Successor Lease PSL-121(A) covering land from the original lease PSL-121 that continues to be held in trust status and this Lease covering the remaining land from the original lease PSL-121 which is now held in fee status (as more fully explained herein). The parties to PSL-121 are proceeding with two successor leases (i.e. one covering the land from the original lease PSL-121 that continues to be held in trust status and the other covering the remaining land from the original lease PSL-121 which is now held in fee status), rather than one (covering all the trust and fee land), to satisfy the request of the Bureau of Indian Affairs.

The original lease, PSL-121, and the two successor leases, Successor Lease PSL-121(A) and Successor Lease PSL-121(B), will together provide the Lessee a term of NINETY-NINE (99) years. It is the intent of the parties that all rent required under PSL-121, as amended, until the expiration or sooner termination thereof, shall satisfy the rent payment requirements of this Successor Lease PSL-121(B) and Successor Lease PSL-121(A), and that upon the expiration or sooner termination of PSL-121, as amended, the Lessee shall continue to pay rent as provided in this Successor Lease PSL-121(B) and its companion lease, Successor Lease PSL-121(A). With the creation of this Successor Lease PSL-121(B) and Successor Lease PSL-121(A), the Lessee is authorized to enter into new subleases and sublease extensions with terms and conditions consistent with this Successor Lease PSL-121(B) and Successor Lease PSL-121(A). As a condition of any new subleases and sublease extensions entered into after the Approval Date, the Lessee and sublessee(s) agree to be bound by the language of this Successor Lease PSL-121(B) and/or Successor Lease PSL-121(A), as the case may be.

All existing subleases under PSL-121, shall remain in full force and effect under PSL-121, as amended, until an individual sublease is terminated (pursuant to the terms thereof) or until such individual sublease(s) are amended and extended and replaced by a new sublease created pursuant to the terms of this Successor Lease PSL-121(B) or Successor Lease PSL-121(A). The terms of PSL-121 and Successor Lease PSL-121(B) and Successor Lease PSL-121(A) shall, at all times, control and be read and construed as a continuum, for so long as PSL-121, as amended, remains in force and effect. PSL-121, as amended, shall terminate on the first to occur of (i) its expiration or sooner termination, or (ii) the date the last existing sublease under PSL-121 has either expired by its terms or been extended and transferred to Successor Lease PSL-121(B) and/or Successor Lease PSL-121(A), as the case may be.

As to portions of the Leased Premises under PSL-121, as amended, that are not currently subleased (e.g. the portions retained by the Lessee for its business purposes and use, golf course, club house, etc.),



it is the intent of the parties that these portions of the Leased Premises shall upon the Approval Date (as defined herein) be subject only to the terms of either Successor Lease PSL-121(A) or Successor Lease PSL-121(B) and this PSL-121 shall be of no further force and/or effect.

Stated another way, PSL-121, as amended, is really only remaining in place to deal with the portions of the Leased Premises that are subleased under PSL-121, and even then only until such time as said subleases under PSL-121 are amended and extended and replaced by a new sublease created pursuant to the terms of Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B).

The parties understand and acknowledge that since the creation of PSL-121, certain portions of the land leased thereunder that were formerly owned in trust status are now owned in fee status (e.g. the 60.62 acres of Allotment PS-116E is now held in fee by Choc & Mil LLC). In addition, a portion of the land leased thereunder has historically been held in fee but was made subject to PSL-121 for convenience, with the stipulation that such land was not subject to the dominion or control of the Secretary (e.g. an undivided ½ interest in PS-117E), as is described in that certain Business Land Lease dated June 19, 1969, recorded on April 23, 1970 as Instrument No. 37880 of the Official Records of Riverside County, California (the "Business Land Lease"). In the event of any conflict between this Lease and the Business Land Lease, as amended and/or assigned, this Lease shall control.

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. the Secretary will not take action or collect rent on behalf of the fee interest lessors/landowners and the Secretary is requiring the Lessee and the owner of the land held in fee to enter into a separate companion lease as noted herein). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the GMAR and Percentage Rent calculations set forth in Article VI.(A) and (B) of both Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall apply to the gross receipts collected by Lessee under the combined land covered by Successor Lease PSL-121(A) and Successor Lease PSL-121(B), and the Lessee shall allocate the total GMAR and Percentage Rent payable under both leases combined to the Lessors under Successor Lease PSL-121(A) and Successor Lease PSL-121(B), on a per acre basis (i.e. the Lessors under these two leases are to share the total Percentage Rent payable by Lessee under the two leases combined, similar to how the GMAR and Percentage Rent is split among all the Lessors (whether their land was held in fee or trust) under the original lease PSL-121).

NOW, THEREFORE, premised on the above-outlined recitals which are to be deemed to constitute covenants, conditions, and substantive provisions of this Lease, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I.**  
**PARTIES**

THIS SUCCESSOR LEASE PSL-121(B) (herein referred to as this "Lease" or Successor Lease PSL-121(B)), in four copies, is made and entered into this 5<sup>th</sup> day of January, 2021 by and between the parties duly identified below as "Lessor" and "Lessee":

**LESSOR:** Choc & Mil LLC, a California limited liability company (as to 60.62 acres held in fee, which were formerly a portion of Allotment PS-116E, leased pursuant to PSL-121)  
13155 Railroad Avenue  
City of Industry, CA 91746

Heirs of Frank Prieto, Jr., (as to 37.25% fee interest of 120 acres under Allotment PS-117E, leased pursuant to PSL-121 and the Business Land Lease, with individual heirs listed on signature pages below)  
c/o Diana M. Richards  
2150 E. Tamarisk Road  
Palm Springs, CA 92262

with copy to: Sheppard Mullin Richter & Hampton LLP  
12275 El Camino Real, Suite 200  
San Diego, CA 92130-2006  
Attention: Richard M. Freeman

with copy to: SHARYL WALKER, Attorney and Counselor at Law  
600 Tahquitz Canyon Way, Suite 2  
Palm Springs, CA 92262

**LESSEE:** CLUBCORP MISSION HILLS COUNTRY CLUB, INC., a Delaware corporation  
3030 LBJ Freeway, Suite 600  
Dallas, TX 75234  
Attn: General Counsel

with copy to: SCHLECHT, SHEVLIN & SHOENBERGER, ALC  
801 East Tahquitz Canyon Way, Suite 100  
Palm Springs, CA 92262  
Attention: Christoffer J. Thomsen

**ARTICLE II.**  
**LAND DESCRIPTION**

For and in consideration of the rents and agreements hereinafter set out, the Lessor hereby leases to the Lessee the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all appurtenances and improvements thereto and thereon (the "Land"). Said Land is situated within the City of Rancho Mirage, County of Riverside, State of California, and is subject to valid easements and rights of way of record. The Land, together with the real property described on Exhibit "B" attached hereto, together with all appurtenances and improvements thereto and thereon (the "PSL-121(A) Land"), shall collectively be referred to as the "Leased Premises".

**ARTICLE III.**  
**DEFINITIONS**

- A. "Approved Encumbrance" herein shall mean a trust deed or mortgage and any addition or extension thereto approved or deemed approved by the Lessor as provided herein.
- B. "Approved Encumbrancer" herein shall mean the owner and holder of an Approved Encumbrance.
- C. "BIA" means the Bureau of Indian Affairs, an agency of the federal government of the United States within the Department of the Interior.
- D. "Business Day" means any day, excluding Saturday, Sunday and any day which is a legal holiday under the laws of the state of California.
- E. "Gross Receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliate's use and benefit, derived from business done, sales made or services rendered directly or indirectly from or on the Leased Premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the Leased Premises or any portion thereof. All income accruing from credit transactions shall be treated as "Gross Receipts" as of the date credit is extended. "Gross Receipts" shall include any ad valorem taxes paid by other than the Lessee for the account of the Lessee. "Gross Receipts" shall include proceeds from the extension of any subleases from 2034 to 2054, it being expressly agreed that closing costs and commissions associated with said extensions will be deducted prior to applying a percentage rental to this subcategory of "Gross Receipts."

"Gross Receipts" shall not include amounts collected and paid out for a sales or excise tax imposed by a duly constituted governmental authority where such tax is billed to the purchaser as a separate item. It shall not include credits for the exchange of goods or merchandise between the stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly or indirectly from or on the Leased Premises. It shall not include the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee or its affiliates. It shall not include income from the sale of fixtures, or goodwill, or the sale of improvements, including but not limited to condominium units, cooperative units, apartment houses and single family residences. It shall not include proceeds from insurance or from other parties who may have caused a casualty loss or damage used to repair or replace any casualty loss or damage to property. It shall not include "pass-through" proceeds collected by Lessee for any administrative fee collected from subleases to be paid to the Bureau of Indian Affairs.

- F. "Secretary" means the Secretary of the United States Department of the Interior or his or her authorized representative.
- G. "Taxes" shall include any term of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax, or possessory interest tax (other than inheritance, personal income or estate Taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessee in the Land; Lessee's right to other income therefrom,

and/or Lessee's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Land address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within the Land is located.

#### **ARTICLE IV.** **TERM**

The term of this Lease shall be NINETY-NINE (99) years, beginning on the date Supplemental Agreement No. 7 to Business Lease No. PSL-121 is approved by the Secretary ("Approval Date"), which date shall be the anniversary date of this Lease. At such time as Supplemental Agreement No. 7 to Business Lease No. PSL-121 is approved by the Secretary, a copy of the Secretary's approval thereof shall be attached to the end of this Lease for ease of reference as to the Approval Date. For purposes of this Lease, "Lease Year" shall mean each calendar year (or partial calendar year) during the term of this Lease. Notwithstanding the foregoing, with respect to any provision in this Lease that refers to a specified number of Lease Years after the Approval Date, the reference shall be to full Lease Years only.

#### **ARTICLE V.** **PURPOSE OF THIS LEASE**

It is understood and agreed that a portion of the Leased Premises is currently being used and will continue to be used for open space/golf course purposes, and a portion of the Leased Premises is currently and will continue to be used for residential and commercial use, including but not limited to Golf Course, Athletic Club, Spa, long term or short term residential/villa rentals, restaurant and coffee shop, cocktail lounge and bar, office space and retail commercial rentals, LPGA Golf Tournament, etc. If the Lessee desires to use the Leased Premises for any other purpose, or desires to change the use (among the above-described purposes/uses) of any non-residential portions of the Leased Premises to a residential use or any residential portions of the Leased Premises to a non-residential use, such additional purposes (or change from residential to non-residential, or non-residential to residential use) shall be subject to the written consent of a majority (more than 50%) of the percentage interests of the individuals who comprise the "Lessor" under Successor Lease Nos. PSL-121(A) and PSL-121(B) combined, with such consent and approval not to be unreasonably withheld, conditioned or delayed.

#### **ARTICLE VI.** **RENTALS**

The Lessee, in consideration of the foregoing, agrees to pay in lawful money of the United States of America the following rentals:

A. Guaranteed Minimum Annual Rental ("GMAR") of: \$2,500,000.00. GMAR shall be paid quarterly in advance on the following dates of each Lease Year: (i) January 1, (ii) April 1, (iii) July 1, and (iv) October 1. It is understood and agreed that the total GMAR and Percentage Rent (defined below) payable pursuant to this Lease and Successor Lease PSL-121(A) together will be allocated to the allotments covered by this Lease and Successor Lease PSL-121(A) combined in the proportion that the acreage of each allotment bears to the entire acreage of the Leased Premises as follows:

Allotment	Name	Acres	Percent
	Trust (PSL-121(A)):		
PS-50E	Heirs of John Damon Andreas (dec'd)	80.00	12.6757%
PS-108E	Lawrence Joseph Bow	80.00	12.6757%
PS-116E	Bobbie Ray Preckwinkle	179.38	28.4220%
PS-117E	Heirs of Frank Prieto III (dec'd) (Philip Prieto)	120.00 (50% interest)	9.5068%
PS-117E	Heirs of Frank Prieto III (dec'd) (Diana M. Richards)	120.00 (12.75%interest)	2.4242%
PS-118C	Heirs of Steven Allen Rice (dec'd)	40.00	6.3378%
PS-120E	Heirs of Edmund C. Siva (dec'd)	70.73	11.2069%
T-120ED	ACBCI	.40	.0634%
	Sub Total (Trust)	525.81	83.3125%
	Fee (PSL-121(B)):		
PS-117E	Heirs of Frank Prieto III (dec'd) (Fee Portion)	120.00 (37.25%interest)	7.0825%
PS-116E	Choc & Mil LLC - (Fee Portion)	60.62	9.6050%
	Sub Total (Fee)	105.32	16.6875%
	Total Trust + Fee	631.13	100.0000%

The portion of the GMAR payments outlined above to allotments held in Trust shall be paid pursuant to Successor Lease PSL-121(A) to the applicable Lessors through the BIA relative to their respective percent allocations (and their ownership interests in and under each allotment). The portion of the GMAR payments outlined above to allotments held in Fee shall be paid pursuant to this Successor Lease PSL-121(B) directly to the applicable Lessors relative to their respective percent allocations.

For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under this Lease and Successor Lease PSL-121(A) combined is \$2,500,000.00, then a total of \$417,187.50 shall be paid to the collective Lessors under this Lease, allocated pursuant to their applicable percentages of ownership, and a total of \$2,082,812.50 shall be paid to the collective Lessors under Successor Lease PSL-121(A) through the BIA.

B. Percentage Rent. As additional rental over and above GMAR, a sum equal to the difference between said GMAR and the following percentages of Gross Receipts of business, as specified below ("Percentage Rent"):

- (1) Long Term (1 year or longer) Residential lot rentals, including single family residence lot rentals, cooperative apartment lot rentals, and condominium rentals 70%
- (2) Residential Sublease extension fees for subleases under PSL-121, (i.e. for sublease extensions that extend subleases from 2034 to 2054) (hereinafter an "Old Sublease Extension Fee") 30%

- |      |   |     |
|------|---|-----|
| (3)  | New Long Term Residential Sublease extension fees for new subleases issued under PSL-121(B), (i.e. for new subleases that replace old subleases under PSL-121, with a new sublease under PSL-121(B) with a new sublease term that expires at the end of the term of PSL-121(B), i.e. 99 years from Approval Date) (hereinafter referred to as a "New Sublease Extension Fee") (payment subject to Article VI.E., below)   | 50% |
| (4)  | Long Term Residential Sublease assignment/transfer fees, which shall be collected from sublessees each time a Long Term Residential Sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure, etc.) (hereinafter referred to as a "Transfer Fee")   | 50% |
| (5)  | Long Term Residential Sublease encumbrance fees, which shall be collected from sublessees each time a Long Term Residential Sublease is encumbered (e.g. refinance or new financing of sublease) (hereinafter referred to as an "Encumbrance Fee")  | 50% |
| (6)  | Golf Course, Athletic Club and/or Spa dues, services, and guest fees (excluding amounts collected for membership or initiation fees at the time an individual acquires membership in the golf club, athletic club and/or spa)   | 3%  |
| (7)  | Golf Cart Rentals   | 3%  |
| (8)  | Golf and Tennis Pro Shop (e.g. retail merchandise)  | 3%  |
| (9)  | Short Term (under 1 year) Rentals (e.g. Villas, transient occupancy, etc.)  | 3%  |
| (10) | Restaurant and coffee shop (food and non-alcoholic beverages)   | 3%  |
| (11) | Cocktail lounge and bar (alcohol sales)   | 3%  |
| (12) | Office space and retail commercial rentals  | 3%  |
| (13) | Spa and Fitness Services Provided by Third Parties such as Massage, Facials, etc. of Net Amount retained by Lessee  | 3%  |
| (14) | LPGA Golf Tournament (For a number of years a ladies professional golf association tournament has been held on the Leased Premises. This golf tournament is conducted pursuant to a rolling 5-year Agreement. Lessor and Lessee acknowledge and approve this Agreement and any similar future agreement, with the parties further understanding and agreeing that the following percentage of revenues received by Lessee from the LPGA (and/or similar organization or entity holding a similar golf tournament) shall be shared with Lessor as Percentage Rent under this provision (the parties further understand and agree that revenues of the LPGA relating to this event, which are not shared with Lessee, shall not be considered Gross Receipts under this Lease, e.g. the LPGA may receive ticket revenue or other forms of revenue (advertising), that are not shared with Lessee) | 3%  |
| (15) | Miscellaneous revenues received from homeowners associations pursuant to landscaping, irrigation and/or other similar agreements; provided that any replenishment fee or other cost payable by Lessee to a third party in connection  | 3%  |

with such agreements shall be deducted prior to applying the applicable percentage for the calculation of Percentage Rent payable for such revenues.

Such Percentage Rent shall be payable not later June 1 each year (for the Percentage Rent due and owing on Gross Receipts collected by Lessee during the prior Lease Year). Aside from payments being made in arrears on June 1 each year, payments of Percentage Rent shall be paid to the Lessors in the same manner as GMAR payments as outlined above (i.e. the portion of the Percentage Rent payment outlined above to allotments held in Trust shall be paid pursuant to Successor Lease PSL-121(A) to the applicable Lessors through the BIA relative to their respective allocations (and their ownership interests in and under each allotment), and the portion of the Percentage Rent payment outlined above to allotments held in Fee shall be paid pursuant to this Successor Lease PSL-121(B) directly to the applicable Lessors relative to their respective allocations).

The parties understand and agree, that the Percentage Rent to be paid hereunder shall apply to the Gross Receipts collected by Lessee under the Leased Premises (i.e. the land covered by this Lease and the land covered by its companion lease, Successor Lease PSL-121(A) combined), and that the Lessee shall allocate the total Percentage Rent payable under both leases combined to the Lessors under this Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), on a per acre basis (i.e. the Lessors under these two leases are to share the total Percentage Rent payable by Lessee under the two leases combined, similar to how the Percentage Rent is split among all the Lessors (whether their land was held in fee or trust) under the original lease PSL-121).

For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,500,000 for a Lease Year, with \$2,082,812.50 of this total allocated to the Lessors under Successor Lease PSL-121(A), and \$417,187.50 of this total allocated to the Lessors under Successor Lease PSL-121(B), and if the total Percentage Rent payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,800,000 for the Lease Year, then Lessee would take the amount of Percentage Rent payable under both Successor Lease PSL-121(A) and Successor Lease PSL-121(B), together, i.e. \$2,800,000, subtract total GMAR of \$2,500,000 to obtain a total Percentage Rent amount due and payable of \$300,000, then allocate 83.3125% ( $525.81 \text{ (acres under PSL-121(A))} / 631.13 \text{ (total acres under both leases combined)}$ ) or \$249,937.50 to the Lessors under Successor PSL-121(A), and allocate 16.6875% ( $105.32 \text{ (acres under PSL-121(B))} / 631.13 \text{ (total acres under both leases combined)}$ ) or \$50,062.50 to the Lessors under Successor Lease PSL-121(B).

If any part or parts of the Land are used for any purpose or purposes other than those set out above, the Percentage Rent payable for such uses shall be negotiated by Lessor and Lessee. In the event that negotiations between the Lessor and Lessee are unsuccessful, the matter of Percentage Rent payable for other uses shall be settled in accordance with the provisions of ARTICLE XXV, herein.

C. CPI Adjustment of GMAR. In addition, the GMAR shall be increased on January 1 of the year following the fifth anniversary of the Approval Date, and on January 1 every five (5) years thereafter during the lease term by the same percentage as the cost of living index has increased over and above the base index as used herein during said adjustment period; provided that in no event shall the adjusted GMAR be less than the GMAR in effect immediately prior to the



adjustment. The first base index shall be the cost of living index (as determined below) for the month of October of the year immediately preceding the first January 1 increase date, and subsequent base indexes shall be the cost of living index for the month of October every five (5) years thereafter. Such increase in rental as provided herein shall not exceed an average of four percent (4%) per year. As an example, at the conclusion of any five-year period, applying the cost of living index formula, the maximum increase for that period would be twenty percent (20%). The cost of living index to be used is that reflected by the Consumer Price Index, All Items, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA - (1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If for any reason whatsoever there is any change in the method of calculation or formulation of said price index, or if that index shall be no longer published, then another index generally recognized as authoritative shall be substituted by agreement, and, if they cannot agree, the index may be determined pursuant to the provisions of ARTICLE XXV, herein. In any event, the base used by any new index shall be reconciled to the 1982-84 index.

D. Additional Provisions re Payment of Rents. All rents payable pursuant to the terms of this Lease (i.e. GMAR and Percentage Rent) shall be paid without prior notice or demand. Past due rental shall bear interest at eight percent (8%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified.

E. Extension Rent Payment Upon BIA Approval of Lease. As an incentive to enter into this Lease (and in consideration for the terms contained herein, including but not limited to the grant of the 99 year lease term and the rental provisions herein), Lessee shall pay Lessors under this Lease and Successor Lease PSL-121(A), collectively, a non-refundable advance payment in the total amount of \$3,000,000.00, to be allocated among the Lessors under both leases combined in the manner described above in Article VI.A.) on the Approval Date of this Lease (the "Extension Rent Payment"). The Extension Rent Payment shall provide Lessee with a credit against New Sublease Extension Fees actually collected by Lessee from sublessees, which otherwise would be split 50/50 between Lessee and the collective Lessors (under both leases combined and allocated as described above in Article VI.A.) as Percentage Rent (as outlined above in Article VI.B.(3)), e.g. after making this Extension Rent Payment, Lessee will keep all New Sublease Extension Fees until the total New Sublease Extension Fees collected reach \$6,000,000.00, and then fifty percent (50%) of any New Sublease Extension Fees collected above \$6,000,000.00 shall be paid as Percentage Rent in accordance with Article VI.B.(3).

For example purposes only, and applying the allotment percentages set forth in the table above, the Lessee collects New Sublease Extension Fees under both this Lease and the companion Successor Lease PSL-121(A), and once the total New Sublease Extension Fees collected under the two leases combined reaches \$6,000,000.00, any further New Sublease Extension Fees collected above this amount would be split 50/50, with the Lessee retaining 50% of said amount, and distributing the other 50% to the Lessors under this Lease and the companion Successor Lease PSL-121(B) together, on a per acre basis (of the total acreage of the Leased Premises). So, if Lessee collected \$7,000,000.00 in New Sublease Extension Fees, the portion over \$6,000,000.00, or \$1,000,000.00, would be split 50/50 with Lessee retaining fifty percent (50%) of said amount, or \$500,000.00, and the remaining fifty percent (50%) of said amount, or \$500,000.00, distributed



to the collective Lessors under both leases combined as Percentage Rent, to be allocated 83.3125% (525.81 (acres under PSL-121(A))/631.13 (total acres under both leases combined)) or \$416,562.50 to Successor Lease PSL-121(A) Lessors, and 16.6875% (105.32 (acres under PSL-121(B))/631.13 (total acres under both leases combined)) or \$84,437.50 to Successor Lease PSL-121(B) Lessors.

## **ARTICLE VII.**

### **ANNUAL ACCOUNTING, RECORDS, REPORTS AND AUDIT**

The Lessee shall, not later than June 1 of each year, submit to the Lessor a certified audit report of Gross Receipts for the prior Lease Year. In addition to Gross Receipts as identified in ARTICLE VI, "RENTALS," above, an additional individual "Schedule 1" shall be provided, which shall identify each new sublease extension, sublease transfer/assignment and sublease encumbrance which has occurred during the previous Lease Year, and shall include transaction date, name, tract, lot or unit number, amount collected and amount due Lessor(s) (if any). In addition, and in conjunction with Article VI, Paragraph E, "Extension Rent Payment Upon BIA Approval of Lease", the certified audit report of gross receipts shall also include cumulative "New Sublease Extension Fees" which have been collected to date for the purpose of monitoring the pre-established threshold as stated in the Article VI, Paragraph E. With each said audit report and additional schedule, Lessee shall tender payment of all Percentage Rents which are due. Each audit report shall be prepared by a Certified Public Accountant, licensed in the State of California, in accordance with standard accounting procedures, and shall include an "opinion".

At any time an audit is conducted pursuant to the second through fourth paragraphs of Article VII of Successor Lease PSL-121(A), Lessor shall be provided a copy of the resulting audit report and shall be entitled to rely on the results of said audit. Lessor shall not be entitled to exercise any separate audit right with regard to this Lease.

Notwithstanding the foregoing, no more often than once every four (4) years, Lessee may request that Lessor make a final determination of the sufficiency of the amount GMAR and all Percentage Rent under the Lease paid through the date of the request, and Lessor shall make such determination and advise Lessee within ninety (90) days following the date on which Lessee collects all applicable data in a single location and provides access to such data to Lessor. The failure of Lessor to make such a determination within the ninety (90) day period, and to advise Lessee of the results of the audit and review, shall constitute a final and binding approval of the sufficiency of the amounts of total rentals (GMAR and all Percentage Rent) paid through the date of request.

## **ARTICLE VIII.**

### **PLANS AND DESIGNS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended. It is presently contemplated that portions of the Land may be further improved and/or redeveloped and to the extent Lessee decides to further improve and/or redevelop a portion or portions of the Land, Lessee shall have the right, at any time and from time to time during the Term, at its sole cost and expense, to make such changes and alterations, structural or otherwise, to the improvements as Lessee shall deem necessary or desirable, including the demolition of existing improvements or the construction of new improvements (alterations); provided that Lessee shall obtain

all approvals under, and be performed in compliance with, applicable laws.

In no event shall Lessor assume any responsibility whatsoever for design of any structure or any improvement or for any construction being in compliance with any applicable state, county, or city laws or ordinances. Lessee is responsible for obtaining licenses and permits required or necessary for the construction of any structures or improvements on the Land or for performance of any work required hereunder.

### **ARTICLE IX.** **IMPROVEMENTS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended.

All buildings and improvements, excluding removable personal property, furniture, fixtures, and equipment, on the Land shall remain on said property after termination of this Lease and shall thereupon become the property of the Lessor. The term "removable personal property, furniture, fixtures and equipment" as used in this Article shall not include property which normally would be attached or affixed to the buildings, improvements or Land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in, or on, or affixed to the buildings, improvements or Land in such a way as to legally retain the characteristics of personal property. Personal property and trade fixtures may be removed by the Lessee at any time during the term of this Lease or within ninety (90) days after termination of this Lease or within such other reasonable time after the termination of this Lease as may be agreed upon between the parties hereto. The Lessee, at its own expense, shall repair any and all damages to the buildings and improvements resulting from or caused by such removal. If Lessee fails to remove the same within ninety (90) days after termination of this Lease, or such other reasonable time as may be agreed upon between the parties hereto, said fixtures and property shall be deemed abandoned and shall become the property of the Lessor.

Lessee expressly waives all provisions of Section 1013.5 of the California Civil Code pertaining to improvements affixed to the Land by any person acting in good faith and erroneously believing, because of a mistake either of law or fact, that he has a right to remove such improvements. Any dispute arising under this Article which cannot be resolved by the parties shall be resolved pursuant to ARTICLE XXV hereof.

### **ARTICLE X.** **CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION BY LESSEE**

All improvements placed on the Land shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all service areas shall be screened from public view. The Lessee shall have the right at any time during the term of this Lease to make alterations or additions and any repair to any improvement on or placed upon the Land. The Lessee shall, at all times during the term of this Lease and at the Lessee's sole cost and expense, maintain the Land and all improvements thereon in good order and repair and in a neat, sanitary and attractive condition. Lessee shall construct, maintain and repair, as required by law, all improvements on the Land and any alterations, additions, or

appurtenances thereto, and shall otherwise comply with all public laws, ordinances and regulations applicable to said premises. Lessee shall indemnify and hold harmless the Lessor against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as hereinabove provided, or from Lessee's violation of any law, ordinance, or regulation applicable thereto.

**ARTICLE XI.**  
**NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of improvements on the Land or any repair or alteration thereto, or work or labor thereon, in excess of ONE MILLION DOLLARS (\$1,000,000.00), the Lessee shall give the Lessor ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted and recorded as provided by state and local laws. This amount shall be adjusted in the same manner as GMAR is adjusted pursuant to the provisions of ARTICLE VI, Paragraph C.

**ARTICLE XII.**  
**PERFORMANCE BOND**

Lessee shall not be required to provide security to guarantee completion of improvements and/or any redevelopment of any portion or portions of the Land that Lessee may elect to undertake, and/or maintenance, repair, or alteration of improvements, as contemplated by ARTICLES VIII, IX, and X.

**ARTICLE XIII.**  
**COMPANIES INSURING**

Insurance policies shall be furnished and maintained by such responsible companies as are rated A - Class VII or better in the current edition of Best's Insurance Guide.

**ARTICLE XIV.**  
**SUBLEASE, ASSIGNMENT, TRANSFER**

A. Sublease.

The Lessee may, subject to the terms and conditions of this Article XIV.A., enter into subleases of portions of the Land and/or improvements under this Lease, without Lessor's consent. The Lessee shall not be required to obtain Lessor's prior written consent or approval with respect to any sublease created in accordance with the provisions of this Lease. Lessee agrees for the benefit of Lessor that each sublease shall provide that it is subject to the terms and conditions of this Lease and that in the event of conflict between the provisions of this Lease and of said sublease, the provisions of this Lease shall govern. Further, each sublease shall provide that the sublessee under the sublease shall attorn to and accept the Lessor as the sublessor other party under the sublease in the event this Lease is terminated and Lessor requests such attornment. No sublease shall release the Lessee from any obligation under this Lease or substitute the sublessee for the Lessee hereunder. Upon Lessor's request, copies of each sublease and assignment thereof shall be furnished to the Lessor.

It is agreed that, with the creation of this Lease, the Lessee is expressly authorized to enter into new long term (over 1 year) residential subleases to act as extensions of, and replacements for, residential subleases under PSL-121, which new long term (over 1 year) residential subleases shall contain terms and

conditions consistent with this Lease. The Lessee shall charge sublessees a New Sublease Extension Fee of no less than \$6,000 for a new residential sublease. The form of the new sublease shall provide, among other things, for (i) a Transfer Fee of 12 times the then existing monthly sublease rent payable by the sublessee each time the sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure, etc.), and (ii) an Encumbrance Fee of 3 times the then existing monthly sublease rent each time there is an encumbrance consent (i.e. Lessee consent to refinance or new financing under the sublease).

Notwithstanding the fact that the Lessee shall not be required to obtain the Lessor's prior written approval of or consent to subleases, Lessor understands that Lessee may request that Lessor affirmatively approve of or consent to certain subleases, which approval or consent may be for the benefit of Lessee or sublessee. In such instances, Lessor agrees that its approval of or consent to such subleases shall not be withheld as long as the sublease complies with the requirements of this Article XIV.A., and shall not be unreasonably delayed. The Lessor shall not unreasonably withhold approval of any sublease and shall either approve or state reasons for disapproval of a sublease within fifteen (15) days after the sublease is submitted for approval, and failure of the Lessor to respond with a written definitive approval or disapproval within this time period shall be deemed approval of said sublease.

**B. Assignment or Transfer.**

The Lessee shall not, unless otherwise expressly authorized herein, assign or transfer all or any part of Lessee's interest in this Lease without the written consent of the Lessor, such consent not to be unreasonably withheld or delayed, and subject further to the payment by Lessee or its assignee of the "Master Transfer Fee" described below; provided, however, that the requirements for approvals of any assignment or transfer necessary for the Lessee to secure an Approved Encumbrance on a leasehold interest and/or for any Approved Encumbrancer shall be governed by the provisions of ARTICLE XVIII below. No such assignment or transfer shall be valid or binding without said consent, and then only upon the condition that assignee or other successor in interest, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease.

The Lessor shall not unreasonably withhold consent to any assignment or transfer and shall either consent or state reasons for disapproval of an assignment or transfer within thirty (30) days after the assignment is submitted for consent. If the Lessee has complied with all of its obligations in this ARTICLE XIV, Paragraph B, including payment of the Master Transfer Fee (which may be made to the BIA in trust for the benefit of Lessor, to be released upon consent and approval of said assignment or transfer), and is not in default under any provisions of this Lease, the failure of the Lessor to respond with a written definitive consent or disapproval within this time period shall constitute a final and binding consent to said assignment or transfer.

If the Lessee is: (i) a corporation (excepting publicly traded corporations), then any dissolution, merger, consolidation of the corporation, or any sale, conveyance or other transfer of fifty percent (50%) or more of the voting stock of the corporation, or the sale or other transfer of fifty percent (50%) or more of the value of the assets of the corporation, in one transaction or over multiple transactions, shall be deemed an assignment; (ii) a limited liability company (excepting publicly traded limited liability companies), then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one

transaction or over multiple transactions, of or by the member or members owning fifty percent (50%) or more in voting interests of the limited liability company, or the dissolution of the limited liability company, shall be deemed an assignment; (iii) a partnership, then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, by the partner or partners owning fifty percent (50%) or more in voting interests of the partnership, or the dissolution of the partnership without reconstitution, shall be deemed an assignment; or (iv) a trust or other entity, then any change in control of such entity shall be deemed an assignment. Lessee shall be obligated to notify the Secretary in writing of any such change in voting interests, voting stock or control, as the case may be.

**Master Transfer Fee.** In the event of, and concurrently with, Lessee's sale/transfer of all or any portion of its interest in this Lease (including a sale of the entire Leased Premises which is transacted as the sale of a sublease, where Lessee is paid consideration, in addition to market rent, for granting the sublease), or an assignment of an interest in the entity that owns this Lease which is deemed under the terms of this Lease to be an assignment of this Lease itself, and as a condition to the Lessor's consent to such transfer, Lessee shall pay, or cause to be paid, to the Lessor a transfer fee ("Master Transfer Fee") equal to One-Half Percent (0.50%) of the Gross Sales Price of the leasehold interest, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), increased by the same percentage as the cost of living index, as defined in Article VI.C. above, has increased, from the first base index defined in Article VI.C. to the index for the month of October preceding the effective date of the assignment, but not to exceed an average of four percent (4%) per year (as so adjusted, the "Master Transfer Fee Cap"). For these purposes, "Gross Sales Price" shall mean the gross consideration (whether cash, debt, stock or other financial consideration) paid by the purchaser/assignee of this Lease (or paid in the event of a deemed assignment), all before sales commissions, closing costs, escrow and title fees, and other expenses associated with the sale.

The Master Transfer Fee payable pursuant to this Lease and Successor Lease PSL-121(A) together shall be allocated and paid to the allotments/Lessors covered by this Lease and Successor Lease PSL-121(A) combined in the proportion that the acreage of each allotment bears to the entire acreage of the Leased Premises as outlined above in Article VI.A (i.e. same way GMAR and Percentage Rent are allocated and paid under these leases).

To clarify, there will only be one Master Transfer Fee payable under this Lease and Successor Lease PSL-121(A) (and PSL-121 to the extent it remains in place), together, per assignment. For example, assuming Lessee desires to sell/transfer its leasehold interest under this Lease and Successor Lease PSL-121(A) (and PSL-121 to the extent it remains in place), Lessee shall pay one Master Transfer Fee (not to exceed the Master Transfer Fee Cap)...assuming, in this illustration, the Master Transfer Fee for said sale/transfer is \$250,000.00, then a total of \$41,718.75 shall be paid to the collective Lessors under this Lease, allocated pursuant to their applicable percentages of ownership, and a total of \$208,281.25 shall be paid to the collective Lessors under Successor Lease PSL-121(A) through the BIA.

The provisions of this Article XIV.B. to the contrary notwithstanding, Lessor expressly agrees and shall consent to any assignment or transfer of Lessee's interest in this Lease, which occurs in connection with an assignment or transfer of Lessee's interest in PSL-121 and/or Successor Lease PSL-121(A). For example, if Lessee assigns its interest under PSL-121 and/or Successor Lease PSL-121(A) to a third party, then Lessor must consent to an assignment of Lessee's interest hereunder to said third party.

**ARTICLE XV.**  
**STATUS OF SUBLEASES**

Termination of this Lease prior to the stated expiration date of this Lease, by cancellation or otherwise, shall not serve to cancel subleases and/or subtenancies, but shall operate as an assignment to Lessor of Lessee's interests in any and all such subleases and/or subtenancies. If this Lease terminates prior to the stated expiration date, Lessor agrees to recognize and be bound by any subleases, and Lessor shall recognize and not disturb any sublessee thereunder that attorns to Lessor and continues to perform all of its obligations under its sublease.

**ARTICLE XVI.**  
**AGREEMENTS FOR UTILITY FACILITIES**

Lessee shall have the right to enter into agreements with public utility companies and the State of California or any of its political subdivisions, or the Agua Caliente Band of Cahuilla Indians, to provide utility services including, but not limited to, gas, water, electricity, telephone, television and sewer facilities, necessary to the full enjoyment of the Leased Premises and the development thereof in accordance with the provisions of this Lease, which agreement shall be binding upon any sublessee or other occupant of the Leased Premises. Upon entering into such agreement or agreements, the Lessee shall furnish the Secretary executed copies thereof together with a plat or diagram showing the location of the utility lines to be constructed in accordance therewith.

**ARTICLE XVII.**  
**RIGHTS OF WAY FOR STREETS AND UTILITY FACILITIES**

Lessor hereby consents to the granting of rights-of-way for streets and above ground and underground utility facilities, as defined in ARTICLE XVI above, necessary to the full enjoyment of the Land and development thereof.

**ARTICLE XVIII.**  
**APPROVED ENCUMBRANCE**

- A. Lessee is hereby given the right (exercisable at any time and from time to time) by Lessor, in addition to any other rights herein granted, without Lessor's prior written consent, approval, or authorization, to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the Land created hereby, the improvements, or any part or parts thereof or interest therein, or its interest in any sublease(s), under one or more leasehold mortgage(s) in favor of a lender and to assign such interest in this Lease, the leasehold estate in the Land created hereby, the improvements, or any part or parts thereof or interest therein, or in any sublease, as collateral security for such leasehold mortgage(s) (or to assign its interest in the same in connection with an assignment and leaseback transaction). Such rights to encumber are conditioned on the following: (i) all rights acquired under such encumbrance/leasehold mortgage(s) shall, except as expressly provided in this Article XVIII, be subject to each and all of the terms, covenants, conditions and restrictions stated in this Lease, and to all rights and interests of Lessor herein; and (ii) such encumbrance/leasehold mortgage(s) must be confined to the leasehold interest of Lessee or the subleasehold interest of a sublessee and shall not jeopardize in any way the Lessor's fee interest



in the Land. An encumbrance, trust deed, and/or leasehold mortgage(s) created pursuant to the terms of this paragraph shall be deemed approved by Lessor and shall be considered an "Approved Encumbrance." No encumbrance or any addition thereto or extension thereof shall be valid unless it is an Approved Encumbrance. Nothing contained herein shall prohibit a future assignment of an Approved Encumbrance, in whole or in part, by an Approved Encumbrancer, provided that notice of such assignment is provided to the Lessee and Lessor. Upon providing said notice to the Lessee and Lessor, any assignee of an Approved Encumbrance shall be an Approved Encumbrancer.

Notwithstanding the fact that the Lessee shall not be required to obtain the Lessor's prior written approval of or consent to encumber its interest in this Lease or its interest in any sublease, Lessor understands that Lessee may request that Lessor affirmatively approve of or consent to certain encumbrances, which approval or consent may be for the benefit of Lessee or sublessee. In such instances, Lessor agrees that its approval of or consent to such encumbrance shall not be withheld as long as the encumbrance complies with the requirements of this Article XVIII.A., and shall not be unreasonably delayed. The Lessor shall not unreasonably withhold approval of any encumbrance and shall either approve or state reasons for disapproval of an encumbrance within fifteen (15) days after the encumbrance is submitted for approval, and failure of the Lessor to respond with a written definitive approval or disapproval within this time period shall be deemed approval of said encumbrance.

- B. Lessee agrees to authorize an Approved Encumbrancer to furnish the Lessor, upon written request from the Lessor, any specific information regarding the status of the Approved Encumbrance at any time during the term of this Lease.
- C. In the event of default by the Lessee under the terms of an Approved Encumbrance, the Approved Encumbrancer may exercise any rights provided in the agreement or by law for discharging such Approved Encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the Approved Encumbrancer shall give to the Lessor, notice of the same character and duration as is required to be given to Lessee by such Approved Encumbrance and/or the laws of the State of California. Lessor shall have the right to record a request for a copy of a notice of default and notice of sale in accordance with California Civil Code Section 2924b and applicable federal regulations and such recordation shall constitute compliance with this provision.
- D. If any sale under the Approved Encumbrance occurs, whether by power of sale or foreclosure (or deed or assignment in lieu of foreclosure to the Approved Encumbrancer or an affiliate of the Approved Encumbrancer), the purchaser at such sale shall succeed to all of the rights, title and interest of the Lessee in the leasehold estate covered by said Approved Encumbrance. It is further agreed that, if the purchaser at such sale is the Approved Encumbrancer (or an affiliate of the Approved Encumbrancer), the Approved Encumbrancer (or such affiliate) may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of this Lease including the payment of rent (i.e., all past due and current rent, including interest). If the Approved Encumbrancer (or such affiliate) is the purchaser, it shall be required to comply with all the covenants and conditions of this Lease, including the payment of rent, only so long as it retains title to this leasehold. If a sale under the Approved Encumbrance occurs and the purchaser is a party other than the Approved Encumbrancer (or an affiliate of the Approved Encumbrancer), said

purchaser, as successor-in-interest to the Lessee, shall be bound by all the terms and conditions of this Lease.

- E. Nothing herein shall in any manner limit, restrict or impair the right of Lessor to terminate this Lease and recover possession of the Land in the event of a default by Lessee, subject to the rights provided to the Approved Encumbrancer in this Lease.
- F. Noncurable Defaults. An acquirer of the interests of Lessee in this Lease shall not be required to cure any type of default which cannot be cured without possession of the Land or which, because of its nature, may not be capable of cure (each, a "Noncurable Default").
- G. Notice. The Lessor shall give Approved Encumbrancer notice of any default of the payment of rental by the Lessee when said rent becomes forty five (45) days past due. The mortgage or trust deed executed by Lessee may provide that failure to pay rent or perform the other covenants of the Lease is a default under said mortgage or trust deed.
- H. Bankruptcy. Bankruptcy, receivership, or insolvency of Lessee shall not obligate any Approved Encumbrancer to pay any monies to cure or terminate the bankruptcy, receivership or insolvency, and the Approved Encumbrancer shall be required to do no more than is required of said Approved Encumbrancer by the terms of this Lease.
- I. Elections Under the Bankruptcy Code. Lessor acknowledges and agrees that (1) any right of election arising under Section 365(h)(1) of the Bankruptcy Code shall be exercised by the Approved Encumbrancer and not by Lessee; (ii) without limiting the generality of the foregoing, Lessee shall not, without the Approved Encumbrancer's prior written consent, elect to treat the Lease as terminated or to remain in possession of the Land under Section 365(h)(1) of the Bankruptcy Code, 11 U.S.C. § 365(h)(1); and (iii) any exercise or attempted exercise by Lessee of such right of election in violation of the preceding clauses shall be void.
- J. Rejection; Termination. Any rejection of this Lease by Lessee, by Lessee as debtor-in-possession, or by any trustee of Lessee pursuant to Section 365(h) of the Bankruptcy Code, shall not terminate this Lease. This Lease shall not be treated as terminated under Subsection 365(h)(1) of the Bankruptcy Code, and it shall continue in full force and effect in accordance with its terms. In no event shall any Approved Encumbrance of an Approved Encumbrancer, the lien of any such Approved Encumbrance, the security interests of any such Approved Encumbrance, or any note or other obligation secured by any such Approved Encumbrance be affected or impaired by any rejection of this Lease pursuant to Section 365(h) of the Bankruptcy Code.
- K. Rejection; Possession. Lessor acknowledges and agrees that, if Lessee, Lessee as debtor-in-possession, or any trustee of Lessee shall reject this Lease pursuant to Section 365(h) of the Bankruptcy Code: (a) Lessee shall without further act or deed be deemed to have elected under Section 365(h)(1) of the Bankruptcy Code to remain in possession of the Land for the balance of the term of this Lease and Approved Encumbrancer shall have the right to exercise any one or more of the extension options provided for in this Lease (if any); and (b) any exercise or attempted exercise by Lessee of any right to treat this Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code shall be void.
- L. Possession; Sublease; Sub-Sublease. For the purposes of Section 365(h) of the



Bankruptcy Code, the term 'possession' as used herein shall mean the right to possession of the Land granted to Lessee under this Lease, whether or not all or any part of the Land shall have been subleased.

- M. Rejection by Lessee or Other Termination of Lease. Should Lessee reject or attempt to reject this Lease pursuant to Section 365(a) of the Bankruptcy Code, or should this Lease otherwise be terminated, Lessor shall give each Approved Encumbrancer written notice of such rejection or termination, together with a statement of all sums at the time due under this Lease (without giving effect to any acceleration), and of all other defaults under this Lease then known to Lessor. Each Approved Encumbrancer shall have the right, but not the obligation, to give written notice to Lessor within thirty (30) days after receipt of the rejection or termination notice provided for in the preceding sentence (but, with respect to a rejection, not later than thirty (30) days following the Bankruptcy Court's approval of such rejection), that Approved Encumbrancer has elected to: (i) enter into a new Lease with Lessor, or shall assume this Lease, and (ii) cure all such defaults outstanding thereunder (other than noncurable defaults) by concurrently curing such monetary defaults at the date of assumption and by curing such other defaults within a reasonable period of time after the date of such assumption, except for defaults of the type specified in Subsection 365(b)(2) of the Bankruptcy Code and any other noncurable default. If Approved Encumbrancer gives the written notice and election described above, then, as between Lessor and Approved Encumbrancer: (1) the rejection of this Lease by Lessee or other termination shall not constitute a termination of this Lease; (2) Approved Encumbrancer may assume the obligations of Lessee under this Lease without any instrument of assignment or transfer from Lessee, other than as may be reasonably required by Approved Encumbrancer to evidence the continued existence of this Lease or a new Lease as described above, as the case may be; (3) Approved Encumbrancer's rights under this Lease shall be free and clear of all rights, claims and Approved Encumbrances of or in respect to Lessee; (4) Approved Encumbrancer shall consummate the assumption of this Lease and the payment of the amounts payable by it to Lessor pursuant to this paragraph at a closing to be held at the office of Lessor at the address set forth herein or such other place as such parties may mutually agree upon, on the thirtieth (30th) Business Day after Approved Encumbrancer shall have given the written notice hereinabove provided for; and (5) upon any assignment of this Lease by Approved Encumbrancer, Approved Encumbrancer shall be relieved of all obligations and liabilities arising under this Lease or any new lease, as the case may be, from and after the date of any such assignment. Any such re-instated lease or new lease shall be equal in priority to this Lease.
- N. Assignment in Lieu. Acquisitions of the interest of Lessee by Approved Encumbrancer (or an affiliate of Approved Encumbrancer) by deed or assignment in lieu of foreclosure shall confer upon Approved Encumbrancer (or an affiliate of Approved Encumbrancer) the same rights as if such Approved Encumbrancer (or an affiliate or designee of such Approved Encumbrancer) had acquired title by foreclosure action such as a Trustee's Sale.
- O. Notice Of Default. Lessor agree to deliver to Approved Encumbrancer, at the same time as delivery to Lessee, written notice of (1) any default by Lessee under this Lease, (2) any proposed termination of this Lease, and (c) the failure by Lessee to cure any default under this Lease after the expiration of any applicable cure period provided to Lessee. No notice of default given to Lessee, and no exercise of any remedy by Lessor as a result of any such default, shall be effective unless such notice shall have been delivered to Approved Encumbrancer. Further, such Approved

Encumbrancer shall have the right to cure any monetary or non-monetary default by Lessee under this Lease. With regard to monetary defaults by Lessee, Approved Encumbrancer shall be afforded after the expiration of any cure period provided to Lessee, thirty (30) additional days to cure any such monetary default of Lessee, so long as all interest accrued on such monetary sums as provided in this Lease is paid as well. In addition, with regard to non-monetary defaults by Lessee, Approved Encumbrancer shall be afforded, after the expiration of any cure period provided to Lessee, sixty (60) additional days to cure any such non-monetary default of Lessee; or in the event that any such non-monetary default of Lessee cannot, with reasonable diligence, be cured within the additional cure period provided to Approved Encumbrancer in this subsection, such longer period as may be reasonably required to complete such cure, including, without limitation, such time as may be required for Approved Encumbrancer to gain possession of Lessee's interest under this Lease pursuant to a foreclosure or receivership action, provided that Approved Encumbrancer notifies Lessor, in writing, of Approved Encumbrancer's intention to cure such default and Approved Encumbrancer promptly commences and diligently pursues such cure to completion and diligently pursues such foreclosure or receivership action with respect to the cure of nonmonetary defaults requiring possession in order to cure. However, during any cure period afforded to Approved Encumbrancer and until the completion of the cure of a nonmonetary default or foreclosure proceedings, as applicable, the Approved Encumbrancer shall (i) pay the rents due and payable by the Lessee under this Lease; (ii) maintain all insurance as required by this Lease; and (iii) pay all Taxes due and unpaid on the taxable property covered by this Lease until the Land is either sold upon foreclosure pursuant to the terms of the Approved Encumbrance or released or reconveyed thereunder. Approved Encumbrancer shall not be obligated to cure a Noncurable Default.

- P. Lessee Default: Bankruptcy. In case a default or breach on the part of the Lessee occurs preceding, during, or due to the bankruptcy, receivership, or insolvency of the Lessee, and the Approved Encumbrancer, prior to the receipt of the notice of default or within sixty (60) days after the receipt thereof, shall have filed in the court having jurisdiction over such bankruptcy, receivership or insolvency, a petition for permission to foreclose, the filing of such petition shall be deemed to be the beginning of foreclosure proceedings for the purpose of the foregoing paragraph.
- Q. Rights of Approved Encumbrancer as Lessee. In connection with the exercise of its remedies under its loan documents or upon becoming the lessee under this Lease or a new lease as described above, an Approved Encumbrancer (or an affiliate of such Approved Encumbrancer) shall succeed to all of Lessee's rights, title, and interest in and to the improvements situated on the Land, which improvements, are owned by Lessee during the term of this Lease.
- R. No Right of Lessor to Terminate Lease. Notwithstanding anything in this Lease to the contrary, except as otherwise expressly provided in this Lease, Lessor agrees that neither the sale of the leasehold estate by way of judicial or non-judicial foreclosure, nor the appointment by Approved Encumbrancer of a receiver to collect rents, or the actual collection of rents from the Land by the Approved Encumbrancer shall give Lessor any right to terminate this Lease.
- S. No Modifications. Without the prior written consent of the Approved Encumbrancer of record, Lessor and Lessee shall not mutually agree to modify, terminate, amend, alter or cancel this Lease or effect the surrender of the Land and any such action taken without the Approved Encumbrancer's written consent shall be of no force or effect. The foregoing provision does not

in any manner limit, restrict, or impair the right of Lessor to terminate this Lease and recover possession of the Land in the event of a default by Lessee subject to the rights of the Approved Encumbrancer in this Lease.

- T. Lender Amendments. Lessor and Lessee shall cooperate in including in this Lease by suitable amendment from time to time any provisions that may reasonably be requested by any proposed lender or Approved Encumbrancer for the purpose of implementing lender protection provisions (which allow this Lease to continue to be financeable) and allowing an Approved Encumbrancer reasonable means to protect or preserve the lien of any Approved Encumbrance on the occurrence of a default by Lessee. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary for recording purposes) any agreement necessary to effect any such amendment; provided, however, that such an amendment shall not in any material respect adversely affect any rights of Lessor under this Lease.
- U. Effect on Lessee. The Approved Encumbrancer shall not be liable to Lessee or any sublessee for any adverse effect that any provisions required by said Approved Encumbrancer may have upon Lessee or said sublessee.

### **ARTICLE XIX.** **LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES**

Lessee shall not permit to be enforced against the Land, or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee. Lessee shall pay, when and as the same become due and payable, all Taxes, assessments, licenses, fees and other like charges levied during the term of this Lease upon or against the Land, all interests therein and property thereon for which either the Lessee or the Lessor may become liable. Upon written request, the Lessee shall furnish the Lessor written evidence, duly certified, that any and all Taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, tax, or assessment against the Land, and Lessee agrees to protect and hold harmless the Lessor and the Land and all interest therein and improvements thereon from any and all claims, Taxes, assessments and like charges and from any lien therefor or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. In addition to the rents, Taxes and other charges herein described, Lessee shall pay all charges for its water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.

### **ARTICLE XX.** **LESSOR PAYING CLAIMS**

Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefor, if the Lessee after written notice from Lessor fails to pay or to post bond against enforcement within thirty (30) days. All such sums paid by Lessor as well as all costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand with interest at the rate of ten percent (10%) per annum from date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this Lease.

**ARTICLE XXI.**  
**PUBLIC LIABILITY INSURANCE**

At all times during the term of this Lease, Lessee shall carry public liability insurance in amounts not less than THREE MILLION DOLLARS (\$3,000,000.00) for personal injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage, said policy to be written jointly to protect Lessee and Lessor. Evidence, acceptable to the Lessor, of such coverage or a change in coverage shall be furnished to the Lessor. The aforementioned minimum coverage amounts shall be increased from time to time to reflect then-current industry standards. Lessee shall notify the Lessor without delay if Lessee becomes aware of any occurrence which might precipitate the filing of a claim against the insured.

Neither the Lessor nor Lessor's officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use or condition of the Land, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on or about said premises or from any other cause whatsoever, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct. Lessee hereby releases and waives all claims against Lessor and agrees to indemnify and hold Lessor free and harmless from and to defend Lessor against any death or injury to person or, loss or damage of property, whatsoever kind or nature, arising from the use or condition of the Land, together with all costs and expenses in connection therewith, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct.

**ARTICLE XXII.**  
**FIRE AND DAMAGE INSURANCE**

Lessee shall, from the date of approval of this Lease, carry fire insurance with extended coverage endorsements, to include vandalism, jointly in the names of the Lessee and Lessor, covering the full insurable value of all improvements on the Land. Lessee may satisfy the above requirement as to subleased portions of the Land by requiring its sublessees to carry said insurance over the subleased premises. Evidence of such coverage or a change in coverage shall be furnished to the Lessor. Lessee shall notify the Lessor without delay if Lessee becomes aware of any occurrence which might require filing of a claim with the insurer.

Lessee (and/or sublessees) shall pay all premiums and other charges for such insurance and shall deposit with the Lessor evidence, acceptable to the Lessor, that said premiums or other charges have been paid. Lessee hereby agrees that damage to or destruction of any building or improvement on the Land at any time by fire or any other casualty whatsoever shall not cause termination of this Lease or authorize the Lessee or those claiming by, through, or under it to quit or surrender possession of said lands or any part thereof, and shall not release the Lessee in any way from its liability to pay Lessor the rents hereinabove provided for or from any other agreements, covenants, or conditions of this Lease. In the event of damage to any improvement on the Land, the Lessee shall reconstruct the improvement in compliance with applicable laws and building regulations. Such reconstruction shall commence within one (1) year after the damage occurs and shall be pursued diligently.

An Approved Encumbrancer may be named as a loss payee under the insurance mentioned herein, and in the event of loss or damage to the buildings on the Land while an Approved Encumbrance remains

unpaid, the proceeds of such insurance shall be paid to the Approved Encumbrancer and held pending disbursement for repair of the loss or damage. If such amount paid to the Approved Encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, or if insufficient to repair the loss or damage, and Lessor or Lessee shall within three (3) months after such payment by the insurer to the Approved Encumbrancer deposit with the Approved Encumbrancer sufficient funds to completely repair the loss or damage when added to the amount paid by the insurer to the Approved Encumbrancer, the Approved Encumbrancer shall, upon written order of Lessor and Lessee, and in compliance with commercially reasonable disbursement procedures established by the Approved Encumbrancer, pay such monies for such repair, and it shall not be deemed a payment or credit on the Approved Encumbrance. However, if prior to the expiration of such three (3) month period, the Lessor or Lessee shall not so deposit money with the Approved Encumbrancer, or, if the repair of the loss or damage is not commenced as required by this Lease, the said sum so paid by the insurer to the Approved Encumbrancer shall be applied and credited to the Approved Encumbrance, but only to the extent of the Approved Encumbrance.

### **ARTICLE XXIII.** **UNLAWFUL USE**

The Lessee agrees not to use or cause to be used any part of the Land for any unlawful conduct or purpose; provided that Lessee or its subtenants may contest the validity of any applicable law, statute, rule, code, ordinance or regulation at its own cost.

### **ARTICLE XXIV.** **EMINENT DOMAIN**

If, at any time during the term of this Lease, the Land or any part thereof is taken or condemned under the laws of the eminent domain, then, and in every such case, the leasehold estate and interest of the Lessee in the portion of the Land so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the Land shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved, in which case the compensation or award, only insofar as it is awarded for damages to the improvements on the Land, to the extent of the unpaid balance of any Approved Encumbrance, shall be paid to the Approved Encumbrancer. As between Lessor and Lessee or sublessor and sublessee, as the case may be, such amount shall be deemed paid to the Lessee or sublessee and if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this Lease, Lessee or sublessee shall pay any such excess to Lessor or sublessor, as appropriate.

The rental thereafter payable hereunder for the remainder of the term of this Lease shall be reduced proportionately based on the percent of total square feet in the Land so taken. If after condemnation, continuation of this Lease is no longer feasible, this Lease may be terminated by agreement of the parties.

Any disputes arising under this Article which cannot be resolved by the parties, shall be resolved pursuant to ARTICLE XXV hereof.

This ARTICLE XXIV shall apply solely to takings or condemnations of this Lease, and not to takings or condemnations of subleases.

**ARTICLE XXV.**  
**DISPUTE RESOLUTION**

Whenever during the term of this Lease the parties hereto are unable to reach an agreement as required by this Lease or to resolve a dispute regarding this Lease, or breach or performance of it, after using commercially reasonable efforts to do so, the parties shall attempt to settle such dispute through a mediation procedure as described below.

Unless the parties mutually agree otherwise, such mediation shall be in accordance with the Rules of Mediation of the American Arbitration Association (the "Mediation Rules") (or a similar successor rules thereto) as are in force on the date when a notice of mediation is received. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any mediation filing fees equally. The mediation shall be held in Riverside County, California unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not reach a solution within a period of sixty (60) days from the first meeting of the parties in mediation, or such longer period as agreed to by the parties, then the parties shall settle the dispute through litigation as described below.

Disputes not resolved by mediation shall be decided by litigation, unless the parties mutually agree that they wish for the dispute to be settled by arbitration before a three-member Arbitration Board which shall be established, one member to be selected by the Lessor and one member to be selected by the Lessee with the two members thereafter to select a third member, or, if they cannot reach agreement, the third member shall be selected by the federal district court. Upon the mutual decision of Lessor and Lessee that they are seeking resolution of a dispute by arbitration, the arbitrator or arbitration board shall be established as soon as possible but no later than forty-five (45) days thereafter. The costs of such arbitration or arbitration board shall be shared equally by the Lessee and the Lessor. In the event of any arbitration pursuant to this Article commenced by Lessor, Lessor shall promptly notify an Approved Encumbrancer. Lessor shall provide such Approved Encumbrancer with copies of all additional notices, papers, and other documents related to such proceeding when and as given or received by Lessor. Such Approved Encumbrancer shall be entitled to participate in any arbitration proceeding together with or on behalf of Lessee, however will not be required to bear a proportionate percentage of costs.

Disputes hereunder to be settled by litigation shall be subject to the exclusive jurisdiction of the State and Federal courts in California.

Notwithstanding anything in this ARTICLE XXV to the contrary, however, in the event that a matter subject to dispute pursuant to this Lease is concurrently subject to dispute under Successor Lease PSL-121(A), the matter with regard to both Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall be collectively settled for all parties in accordance with the provisions of Article XXV of Successor Lease PSL-121(A), and Lessor shall be bound to such outcome.



**ARTICLE XXVI.**  
**DEFAULT**

- A. Time is of the essence of this Lease.
- B. Subject to ARTICLE VI, if Lessee has defaulted in any payment of monies required by the terms of this Lease, and if such default shall continue uncured for the period of thirty (30) days after written notice thereof by Lessor to Lessee, or if Lessee has breached any other covenant of this Lease, and if the breach of such other covenant shall continue uncured for a period of sixty (60) days after written notice thereof by the Lessor to the Lessee, provided that, if Lessee commences to cure prior to the expiration of such sixty (60) day period shall be extended so long as Lessee thereafter continues to prosecute such cure with reasonable diligence, then the Lessor may either:
- (1) Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or
  - (2) Reenter the Land and remove all persons and property therefrom, excluding the persons and property belonging to authorized sublessees, and either:
    - (a) Relet the Land without terminating this Lease, as the agent and for the account of Lessee, but without prejudice to the right to terminate this Lease thereafter, and without invalidating any right of Lessor or any obligation of Lessee hereunder. Terms and conditions of such reletting shall be at the discretion of Lessor, who shall have the right to alter and repair the Land as they deem advisable, and to relet with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due, including attorneys' fees and real estate commission paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor may sue thereafter as each monthly deficiency shall arise; or
    - (b) Terminate this Lease at any time even though Lessor has exercised rights as outlined in (1) or (2) above, in which case the Lessee shall quit and surrender the Land to Lessor.
- C. Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this Lease.
- D. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. Nothing in this Lease shall prohibit or prevent the Lessor from pursuing on its own behalf any remedy it may have under law for the breach of any covenant of this Lease.

**ARTICLE XXVII.**  
**ATTORNEY'S FEES**

If action or arbitration be brought by Lessor in unlawful detainer for rent or any other sums of money due under this Lease, or if action is brought by Lessor or Lessee to enforce performance of any of the covenants and conditions of this Lease, the losing party shall pay the reasonable attorneys' fees of the

prevailing party, to be fixed by the Court as a part of the costs in any such action.

**ARTICLE XXVIII.**  
**HOLDING OVER**

Holding over by the Lessee after the termination or expiration of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the Land.

Lessee agrees to remove all property removable under the terms of this Lease within sixty (60) days after termination of this Lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of this Lease, beginning with the day following the termination date of this Lease and continuing for each day until said property is removed.

**ARTICLE XXIX.**  
**NO PARTNERSHIP; OPERATION OF BUSINESS**

Lessee and Lessor are not joint venturers or in partnership. Lessee is not and shall not be deemed to be an agent or representative of Lessor.

Lessee agrees that at all times during the term of this Lease, it will diligently attempt to keep the Leased Premises and all parts thereof actively used.

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

**ARTICLE XXX.**  
**INTENTIONALLY DELETED**

**ARTICLE XXXI.**  
**INTENTIONALLY DELETED**

**ARTICLE XXXII.**  
**PAYMENTS AND NOTICES**

All notices, payments and demands, shall be sent to the parties hereto and their respective counsel at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be delivered in person, or sent by overnight mail or certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first.

**ARTICLE XXXIII.**  
**INSPECTION**

Subject to giving Lessee forty eight (48) hours written notice, the Lessor and Lessor's authorized representatives shall have the right, at any reasonable times during the term of this Lease, to enter upon



the Land, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

**ARTICLE XXXIV.**  
**DELIVERY OF PREMISES**

At the termination or expiration of this Lease, Lessee will peaceably and without legal process deliver up (i) the possession of the golf course portion of the Land, in good condition, usual wear and acts of God excepted, and (ii) Lessee's interests in the subleases.

**ARTICLE XXXV.**  
**LEASE BINDING**

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

**ARTICLE XXXVI.**  
**INTENTIONALLY DELETED**

**ARTICLE XXXVII.**  
**INTENTIONALLY DELETED**

**ARTICLE XXXVIII.**  
**LESSOR'S DETERMINATIONS, CONSENTS OR APPROVALS**

Whenever in this Lease it is provided that the Lessor may exercise any rights or discretions or makes any determinations, consents or approvals, except reductions in payment obligations to the Lessors (including but not limited to changes in participation of the Lessors in rentals), increases or decreases in the Land, termination or change of the term of the Lease, or modification in dispute resolution procedures, the action of those Lessors holding the majority of interest in the ownership of the Land shall constitute the action of all the Lessors for the purpose of this Lease and any extension thereof.

**ARTICLE XXIX.**  
**INTENTIONALLY DELETED**

**ARTICLE XL.**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Where applicable, Lessor hereby consents to Lessee's execution of a Declaration of Covenants, Conditions and Restrictions (or similar document(s)) in accordance with governing laws, rules, regulations and ordinances. Said declaration shall not contain any provisions in conflict with the provisions of this Lease and the subleases with which it is to be used.

**ARTICLE XLI.**  
**APPROVAL BY LESSOR**

Whenever under the terms of this Lease the acceptance, consent or approval of the Lessor is required, said acceptance, consent or approval shall not be unreasonably withheld, delayed or conditioned.

**ARTICLE XLII.**  
**FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to indemnify or make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. Any question of fact, or disputes, arising under this Article, which cannot be resolved by the parties, shall be resolved pursuant to ARTICLE XXV above.

**ARTICLE XLIII.**  
**ENVIRONMENTAL PROTECTION REQUIREMENTS**

No hazardous substance as defined by Federal and State of California law can be stored or placed on the Land by Lessee, except in compliance with all applicable laws.

**ARTICLE XLIV.**  
**GENERAL PROVISIONS**

- A. No Merger. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate in the Land or with the interest or estate of any leasehold mortgage by reason of the fact that this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own a beneficial interest in the Land, or shall hold any leasehold mortgage.

No such merger shall occur unless and until all persons at the time holding the estates or interests to be merged shall join in a written instrument affecting such merger and shall duly record the same.

- B. Entire Agreement. This Lease sets forth all of the agreements, conditions and understandings between Lessor and Lessee relative to the leasing of the Land, and there are no promises, agreements, conditions, understanding, warranties or representations, oral or written, expressed or implied, between them other than as set forth or as referred to herein.
- C. Interpretation. The parties acknowledge and agree as to the factual accuracy of the introduction/recital provisions outlined above, with such introduction/recitals to constitute certain

of the covenants, conditions, and substantive provisions of this Lease, and this Lease to be interpreted in accordance therewith.

- D. No Oral Modification. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination of abandonment is sought to be enforced.
- E. Headings. The Table of Contents and Article headings are inserted herein only for convenience and are no way to be construed as part of this Lease, or as indicative of the meaning of the provisions of this Lease or the intention of the parties, or as a limitation in the scope of the particular clauses to which they refer.
- F. Severability, Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- G. Time of the Essence. Except as otherwise specifically provided in this Lease, time is of the essence in this Lease and in each and every provisions hereof on Lessor's and Lessee's parts to be performed.
- H. Construction. The parties agree that each party has reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in their interpretation of this Lease or any amendments or exhibits thereto.
- I. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California and, to the extent applicable, Federal law.
- J. Lessor's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessor shall have the right to undertake and continue to defend, at Lessee's reasonable costs and expense, any claim, action or proceeding which is brought against Lessor and which Lessee is obligated under this Lease to defend, if following ten (10) days notice to Lessee, Lessee shall have failed to diligently defend.
- K. Lessee's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessee shall have the right to undertake and continue to defend, at Lessor's reasonable costs and expense, any claim, action or proceeding which is brought against Lessee and which Lessor is obligated under this Lease to defend, if following ten (10) days notice to Lessor, Lessor shall have failed to diligently defend.
- L. Quiet Enjoyment. Lessor covenants and agrees that upon Lessee's paying the rent reserved herein and timely performing and observing all of the covenants and provisions of this Lease on Lessee's part to be performed and observed, Lessee shall peaceably and quietly enjoy the Land without disturbance by Lessor or anyone claiming by, through or under Lessor.

- M. No Third Party Beneficiary. The covenants and obligations set forth in this Lease are to benefit the parties hereto, and any Approved Encumbrancer as specified in this Lease, and shall not be for the benefit of any other third party.
- N. Estoppel Certificates. Lessor and Lessee agree at any time and from time to time, upon reasonable prior notice, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force' and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and (iii) whether or not, to the actual knowledge of the signer of such statement, either party is then in default or may be in default with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease, and, if in default, specifying each such default; it being intended that any such statement delivered pursuant to this Section may be relied upon by the receiving party, the receiving party's lender or any prospective purchaser of the interest of such party.
- O. Counterparts. This Lease may be executed in several counterparts and all so executed shall constitute one Lease which shall be binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

**ARTICLE XLV.**  
**INTENTIONALLY DELETED**

**ARTICLE XLVI.**  
**INDIAN TRUST STATUS AND FEE STATUS**

The parties hereto understand and acknowledge that certain portions of the Land are jointly owned by co-owners who hold undivided interests in the same parcel in different forms of ownership (e.g. as of the Approval Date, Allotment PS-117E is jointly owned by Philip J. Prieto (as to 50% interest held in trust), Heirs of Frank Prieto, Jr. (as to 37.25% interest held in fee), and Diana M. Richards (as to 12.75% interest held in trust)).

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. Secretary will not take action or collect rent on behalf of fee interest lessors/landowners). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the Land be leased under the terms of this Lease.

**ARTICLE XLVII.**  
**AUTHORITY TO SIGN**

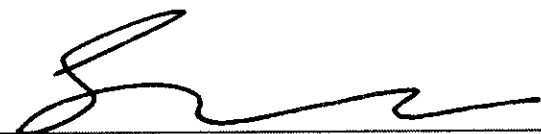
The persons whose signatures are affixed below represent and covenant that they are authorized and empowered to enter into this Lease in their respective capacities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Successor Lease PSL-121(B).

**LESSOR:**

Allotment No. PS-116E (Fee Portion)

Choc & Mil LLC, a California limited liability company

By:   
NAN SUO, Manager

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA }


County of LOS ANGELES }

On 06/09/2021 before me, Ana I Cuc, Notary Public,  
(Here insert name and title of the officer)

personally appeared -- Nan Suo --  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

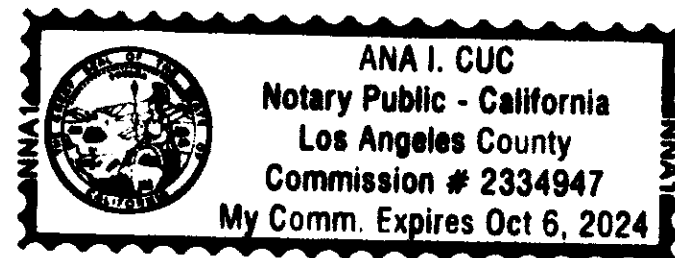
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Succesor Lease PSL-121 (B)

(Title or description of attached document)

Introductions & Recitals

(Title or description of attached document continued)

Number of Pages        Document Date 06-9-2021

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

                      
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Ana I. Cuc

COMMISSION NO: 2334947

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 10/6/2024

COUNTY OF COMMISSION: Los Angeles

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

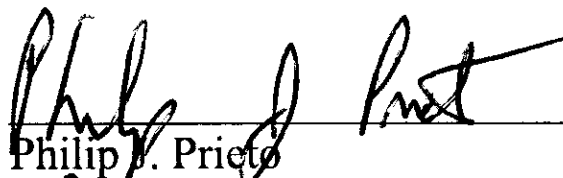


DATE: 5/12/2022

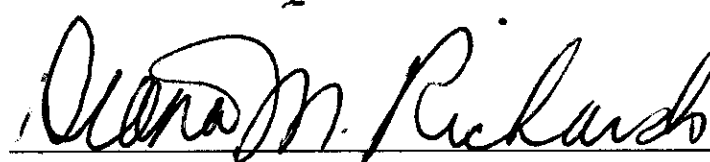
Stewart Title-Riverside

(Continued Lessor Signature Pages – Successor Lease PSL-121(B))

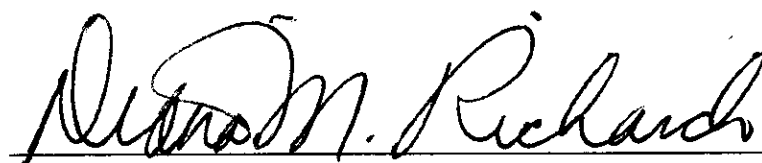
Heirs of Frank Prieto III (as to 37.25% fee interest of 120 acres under Allotment PS-117E, leased pursuant to PSL-121 and the Business Land Lease):

  
Philip J. Prieto

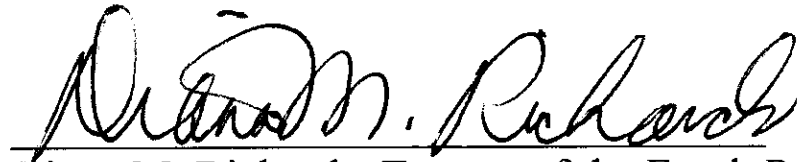
  
Dana R. Prieto

  
Diana M. Richards, Trustee of the Frank Prieto Trust dated

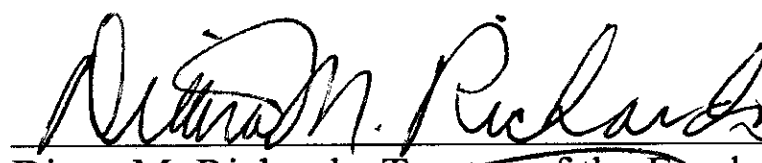
December 16, 1997, for the benefit of Francesca Dora Dodd

  
Diana M. Richards, Trustee of the Frank Prieto Trust dated

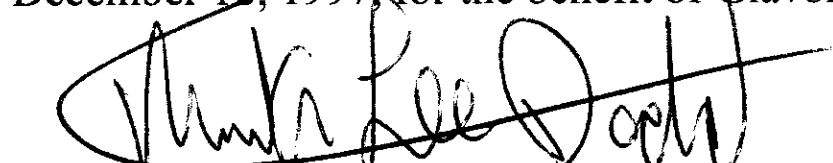
December 16, 1997, for the benefit of Sabrena Corinne Dodd

  
Diana M. Richards, Trustee of the Frank Prieto Trust dated

December 16, 1997, for the benefit of Isabella Eileen Dodd

  
Diana M. Richards, Trustee of the Frank Prieto Trust dated

December 16, 1997, for the benefit of Giavonna Renona Dodd

  
Mark Lee Dodd, Trustee of the Prieto Dodd Family Trust

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***



## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

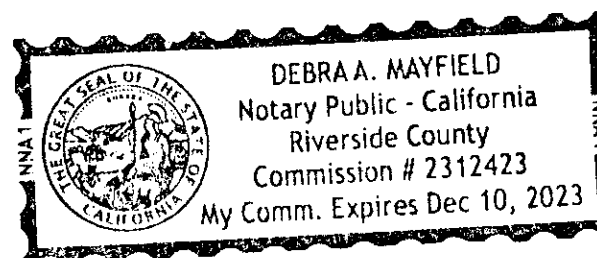
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Philip J. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

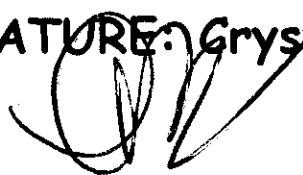
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

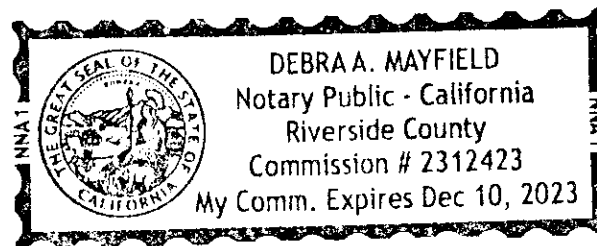
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Dana R. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

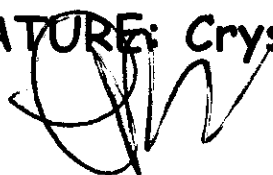
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

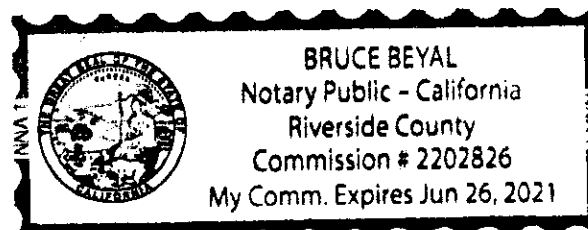
County of Riverside

On June 25, 2021, before me, Bruce Beyal, a notary public, personally appeared **DIANA M. RICHARDS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bruce Beyal (Seal)  
Notary Public



*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

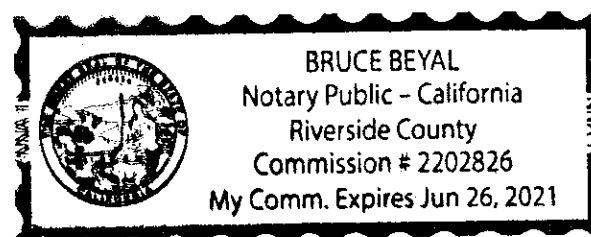
County of Riverside

On June 25, 2021, before me, Bruce Beyal, a notary public, personally appeared **DIANA M. RICHARDS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bruce Beyal (Seal)  
Notary Public



*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

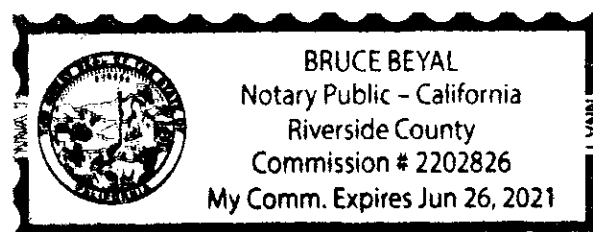
County of Riverside

On June 25, 2021, before me, Bruce Beyal, a notary public, personally appeared **DIANA M. RICHARDS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bruce Beyal (Seal)  
Notary Public



*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

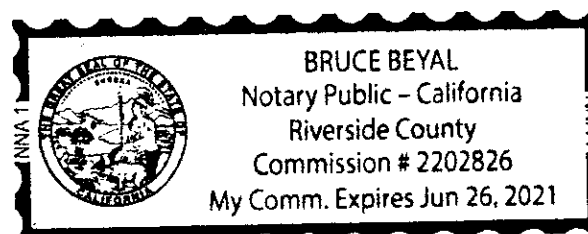
County of Riverside

On June 25, 2021, before me, Bruce Beyal, a notary public, personally appeared **DIANA M. RICHARDS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bruce Beyal (Seal)  
Notary Public





## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

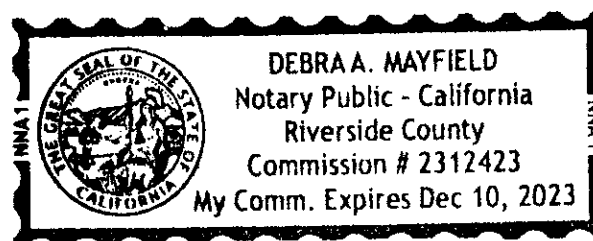
County of Riverside

On July 13, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Mark Lee Dodd** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

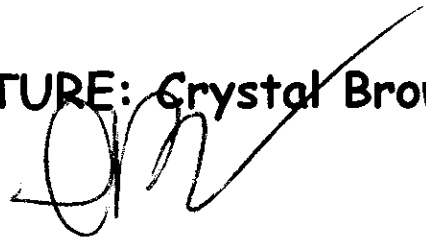
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

(Continued Signature Pages – Successor Lease PSL-121(B))

**LESSEE:**

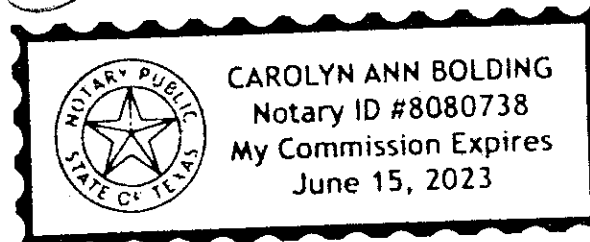
CLUBCORP MISSION HILLS COUNTRY  
CLUB, INC., a Delaware corporation

By:                     A. HZ                    

Name:           Andrew Lacko          

Title:           Treasurer          

*Carolyn Ann Bolding*



***[All Signatures Must Be Notarized]***

Exhibit "A"

## Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;

Thence North 89°51'20" West, a distance of 100.00 feet;

Thence South 00°08'40" West, a distance of 190.00 feet;

Thence South 50°32'38" West, a distance of 575.78 feet;

Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;

Thence North 75°06'58" West, a distance of 59.40 feet;

Thence North 01°19'53" West, a distance of 10.41 feet;

Thence North 75°06'58" West, a distance of 436.32 feet;

Thence South 33°43'48" West, a distance of 130.00 feet;

Thence South 23°57'34" East, a distance of 218.89 feet;

Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;

Thence South 30°51'12" East, a distance of 130.68 feet;

Thence South 00°08'40" West, a distance of 85.00 feet;

Thence South 23°02'14" West, a distance of 228.55 feet;

Thence South 07°44'30" West, a distance of 208.99 feet;

Thence South 38°08'06" East, a distance of 110.00 feet;

Thence South 84°00'42" East, a distance of 167.17 feet;

Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;  
 Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;  
 Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
 Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;  
 Thence along said West line South 08°21'01" East a distance of 41.93 feet;  
 Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;  
 Thence North 06°33'00" East, a distance of 56.18 feet;  
 Thence North 68°27'00" East, a distance of 133.64 feet;  
 Thence South 21°33'00" East, a distance of 50.59 feet;

Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;

The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;

Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;

Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;

Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;

Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;

The following seven courses being along the easterly and southerly line of said Tract No. 12611;

Thence South 01°22'16" East, a distance of 350.81 feet;

Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;

Thence North 32°18'10" West, a distance of 74.47 feet;

Thence North 69°58'40" West, a distance of 84.52 feet;

Thence South 72°06'25" West, a distance of 342.84 feet;

Thence North 85°54'26" West, a distance of 139.95 feet;

Thence North 05°20'00" East, a distance of 205.95 feet;

Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;

Thence North 00°18'46" East along said West line, a distance of 18.66 feet;

Thence North 51°00'00" East, a distance of 109.04 feet;

Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;

Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

(note: an undivided 37.25% interest in this land is held in fee status, and an undivided 62.75% interest in this land is held in trust status, which is the reason this land is described in both Exhibit "A" and Exhibit "B")

Exhibit "B"

## PSL-121(A) Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL 1: (Allotment No. PS-50E/ JOHN DAMON ANDREAS)**

The East 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 2: (Portion of Allotment No. PS-108E / LAWRENCE JOSEPH BOW)**

The West 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 3: (Allotment No. PS-116E / BOBBIE RAY PRECKWINKLE)**

The Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property set forth and described as Parcels A-1 and A-2, as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;  
 Thence North 89°51'20" West, a distance of 100.00 feet;  
 Thence South 00°08'40" West, a distance of 190.00 feet;  
 Thence South 50°32'38" West, a distance of 575.78 feet;  
 Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;  
 Thence North 75°06'58" West, a distance of 59.40 feet;  
 Thence North 01°19'53" West, a distance of 10.41 feet;  
 Thence North 75°06'58" West, a distance of 436.32 feet;  
 Thence South 33°43'48" West, a distance of 130.00 feet;  
 Thence South 23°57'34" East, a distance of 218.89 feet;  
 Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;  
 Thence South 30°51'12" East, a distance of 130.68 feet;  
 Thence South 00°08'40" West, a distance of 85.00 feet;  
 Thence South 23°02'14" West, a distance of 228.55 feet;  
 Thence South 07°44'30" West, a distance of 208.99 feet;  
 Thence South 38°08'06" East, a distance of 110.00 feet;  
 Thence South 84°00'42" East, a distance of 167.17 feet;  
 Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;



Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;

Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

(PARCEL A-1 CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS)

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
 Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;  
 Thence along said West line South 08°21'01" East a distance of 41.93 feet;  
 Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;  
 Thence North 06°33'00" East, a distance of 56.18 feet;  
 Thence North 68°27'00" East, a distance of 133.64 feet;  
 Thence South 21°33'00" East, a distance of 50.59 feet;  
 Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;  
 The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;  
 Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;  
 Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;  
 Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;  
 Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;  
 The following seven courses being along the easterly and southerly line of said Tract No. 12611;  
 Thence South 01°22'16" East, a distance of 350.81 feet;  
 Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;  
 Thence North 32°18'10" West, a distance of 74.47 feet;  
 Thence North 69°58'40" West, a distance of 84.52 feet;  
 Thence South 72°06'25" West, a distance of 342.84 feet;  
 Thence North 85°54'26" West, a distance of 139.95 feet;  
 Thence North 05°20'00" East, a distance of 205.95 feet;  
 Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;  
 Thence North 00°18'46" East along said West line, a distance of 18.66 feet;  
 Thence North 51°00'00" East, a distance of 109.04 feet;  
 Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;  
 Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

(PARCEL A-2 CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS)

(Parcel 3 – Approximately 179.38 acres)

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

**PARCEL 5: (Allotment No, PS-118C / STEVEN ALLEN RICE)**

The Northwest 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 40 acres)

**PARCEL 6: (Portion of Allotment No. PS-120E / EDMUND C. SIVA and Allotment No. PS-T120ED / AGUA CALIENTE BAND OF CAHUILLA INDIANS)**

The North 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property described as follows:

BEING THAT PORTION OF LAND IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH  $89^{\circ}22'21''$  EAST, 616.47 FEET TO THE NORTHWEST CORNER OF LOT 84 OF TRACT NO.10479 AS SHOWN IN MAP BOOK 96, PAGES 31 TO 35, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE WEST LINE OF SAID TRACT NO. 10479, SOUTH  $00^{\circ}37'23''$  EAST, 134.93 FEET TO A POINT ON THE WEST LINE OF LOT "B" OF SAID TRACT NO. 10479, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 144.00 FEET; THENCE ALONG THE WEST LINE OF SAID LOT "B" FOR THE NEXT SEVEN COURSES, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}56'39''$  A DISTANCE OF 50.13 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $19^{\circ}19'16''$  WEST, 44.31 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $37^{\circ}45'02''$  A DISTANCE OF 79.07 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $18^{\circ}25'46''$  EAST, 72.75 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 284.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}48'59''$  A DISTANCE OF 137.88 FEET; THENCE TANGENT TO LASTMENTIONED CURVE SOUTH  $09^{\circ}23'13''$  WEST, 62.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ}51'47''$  A DISTANCE OF 32.76 FEET TO THE SOUTHWEST CORNER OF BEFORE-MENTIONED LOT "B" , SAID POINT BEING ON THE NORTHERLY LINE OF LOT "A" OF PARCEL MAP NO. 18102 AS SHOWN IN PARCEL MAP BOOK 98, PAGE 23, OFFICIAL RECORDS OF THECOUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF SAID LOT "A" FOR THE NEXT FOUR COURSES, NORTH  $76^{\circ}45'00''$  WEST, 70.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $82^{\circ}55'16''$  A DISTANCE OF 188.14 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $20^{\circ}19'44''$  WEST, 19.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 750.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}54'34''$  A DISTANCE OF 38.12 FEET TO THE MOST NORTHEASTERLY CORNER OF PARCEL 2 OF BEFORE-MENTIONED PARCEL MAP. NO 18102; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 FOR THE NEXT FOUR COURSES, NON-TANGENT TO

LASTMENTIONED CURVE NORTH 73°32'05" WEST, 120.00 FEET; THENCE NORTH 40°18'35" WEST, 98.20 FEET; THENCE SOUTH 56°31'53" WEST, 92.74 FEET; THENCE SOUTH 67°43'48" WEST, 110.28 FEET TO A POINT ON THE WEST LINE OF BEFORE-MENTIONED NORTHEAST QUARTER OF SECTION 26; THENCE ALONG SAID WEST LINE, NORTH 00°18'59" EAST, 683.68 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION CONTAINS 8.87 ACRES, MORE OR LESS.

(Parcel 6 – Approximately 71.13 acres (stated another way, Parcel 6 began as 80.00 acres, but after excepting out the above-described 8.87 acres, it is left with approximately 71.13 acres))

All of the above land containing 570.51 acres, more or less.

## RECORDING REQUESTED BY

Stewart Title of California  
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME ClubCorp Mission Hills Country Club, Inc.  
3030 LBJ Freeway, Ste 600  
DALLAS, TX 75234

STREET  
ADDRESS

CITY, STATE &  
ZIP CODE

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA VICTORIA #411

DTT: \_\_\_\_\_  
TRA: \_\_\_\_\_

SPACE ABOVE FOR RECORDER'S USE ONLY

Successor Lease PSL-121 (A)

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (Government Code Section 27388.1 (GC)), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

REASON FOR EXEMPTION:

- ☐ Exempt as Transfer of real property subject to imposition of documentary transfer tax.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt as Transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☒ Exempt from fee under GC 27388.1 (a) (1); exceeds maximum fee of \$225.00.
- ☐ Exempt from fee under GC 27388.1 (a) (1); not related to real property.

THE FOLLOWING EXEMPTIONS APPLY TO CERTAIN COUNTIES INCLUDING KERN, MARIN, PLUMAS, SAN DIEGO AND SAN FRANCISCO COUNTIES:

- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT) which was paid on document recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records, or
- ☐ Exempt from fee under GC 27388.1 (a) (1); recorded "in connection with" a transfer where the maximum fee of \$225 was reached with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded "in connection with" a transfer that is a residential dwelling to an owner-occupier with documents recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ of the Official County Records.

I hereby declare under penalty of perjury that the information provided above is true and correct  
to the best of my knowledge and understanding.

Executed this 12th day of May, 2022

At Riverside, CA  
City State

Signature

## **SUCCESSOR LEASE PSL-121(A)**

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EXHIBIT B

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Palm Springs Agency  
P.O. Box 2245  
Palm Springs, CA 92263**

**SUCCESSOR LEASE PSL-121(A)**

**Introduction and Recitals**

This Lease is related to Business Lease PSL-121, which lease was approved by the Secretary of the Interior on July 3, 1969, and recorded on April 23, 1970 as Instrument No. 37878 of the Official Records of Riverside County, California. It is the intent of the parties to concurrently enter into Supplemental Agreement No. 7 to Business Lease PSL-121 which amends and restates that lease (as amended, "PSL-121"). The parties further intend to concurrently enter into Successor Lease PSL-121(B), as a companion lease to this Successor Lease PSL-121(A), with this lease covering land from the original lease PSL-121 that continues to be held in trust status and Successor Lease PSL-121(B) covering the remaining land from the original lease PSL-121 which is now held in fee status (as more fully explained herein). The parties to PSL-121 are proceeding with two successor leases (i.e. one covering the land from the original lease PSL-121 that continues to be held in trust status and the other covering the remaining land from the original lease PSL-121 which is now held in fee status), rather than one (covering all the trust and fee land), to satisfy the request of the Bureau of Indian Affairs.

The original lease, PSL-121, and the two successor leases, Successor Lease PSL-121(A) and Successor Lease PSL-121(B), will together provide the Lessee a term of NINETY-NINE (99) years. It is the intent of the parties that all rent required under PSL-121, as amended, until the expiration or sooner termination thereof, shall satisfy the rent payment requirements of this Successor Lease PSL-121(A) and Successor Lease PSL-121(B), and that upon the expiration or sooner termination of PSL-121, as amended, the Lessee shall continue to pay rent as provided in this Successor Lease PSL-121(A) and its companion lease, Successor Lease PSL-121(B). With the creation of this Successor Lease PSL-121(A) and Successor Lease PSL-121(B), the Lessee is authorized to enter into new subleases and sublease extensions with terms and conditions consistent with this Successor Lease PSL-121(A) and Successor Lease PSL-121(B). As a condition of any new subleases and sublease extensions entered into after the Approval Date, the Lessee and sublessee(s) agree to be bound by the language of this Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), as the case may be.

All existing subleases under PSL-121 shall remain in full force and effect under PSL-121, as amended, until an individual sublease is terminated (pursuant to the terms thereof) or until such individual

sublease(s) are amended and extended and replaced by a new sublease created pursuant to the terms of this Successor Lease PSL-121(A) or Successor Lease PSL-121(B). The terms of PSL-121 and Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall, at all times, control and be read and construed as a continuum, for so long as PSL-121, as amended, remains in force and effect. PSL-121, as amended, shall terminate on the first to occur of (i) its expiration or sooner termination, or (ii) the date the last existing sublease under PSL-121 has either expired by its terms or been extended and transferred to Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), as the case may be.

As to portions of the Leased Premises under PSL-121 that are not currently subleased (e.g. the portions retained by the Lessee for its business purposes and use, golf course, club house, etc.), it is the intent of the parties that these portions of the Leased Premises shall upon the Approval Date (as defined herein) and Successor Lease PSL-121(B)) be subject only to the terms of either Successor Lease PSL-121(A) or Successor Lease PSL-121(B) and this PSL-121 shall be of no further force and/or effect.

Stated another way, PSL-121, as amended, is really only remaining in place to deal with the portions of the Leased Premises that are subleased under PSL-121, and even then only until such time as said subleases under PSL-121 are amended and extended and replaced by a new sublease created pursuant to the terms of Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B).

The parties understand and acknowledge that since the creation of PSL-121, certain portions of the land leased thereunder that were formerly owned in trust status are now owned in fee status (e.g. the 60.62 acres of Allotment PS-116E is now held in fee by Choc & Mil LLC).

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. the Secretary will not take action or collect rent on behalf of the fee interest lessors/landowners and the Secretary is requiring the Lessee and the owner of the land held in fee to enter into a separate companion lease as noted herein). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the GMAR and Percentage Rent calculations set forth in Article VI.(A) and (B) of both Successor Lease PSL-121(A) and Successor Lease PSL-121(B) shall apply to the gross receipts collected by Lessee under the combined land covered by Successor Lease PSL-121(A) and Successor Lease PSL-121(B), and the Lessee shall allocate the total GMAR and Percentage Rent payable under both leases combined to the Lessors under Successor Lease PSL-121(A) and Successor Lease PSL-121(B), on a per acre basis (i.e. the Lessors under these two leases are to share the total Percentage Rent payable by Lessee under the two leases combined, similar to how the GMAR and Percentage Rent is split among all the Lessors (whether their land was held in fee or trust) under the original lease PSL-121).

NOW, THEREFORE, premised on the above-outlined recitals which are to be deemed to constitute covenants, conditions, and substantive provisions of this Lease, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I.**  
**PARTIES**

THIS SUCCESSOR LEASE PSL-121(A) (herein referred to as this "Lease" or Successor Lease PSL-121(A)), in four copies, is made and entered into this 5<sup>th</sup> day of January, 2021 by and between the parties duly identified below as "Lessor" and "Lessee":

<b><u>LESSOR:</u></b>	<p><b><u>PS-50E</u></b> John D. Andreas, Jr. Patricia M. Andreas Peter F. Arviso, Sr. (life estate) Anthony J. Boles Peter F. Arviso, Jr. Amber L. Arviso Alberta P. Arviso</p> <p><b><u>PS-118C</u></b> Jessica V. Rice-Isidoro Katarina E. Rice-Bracamontes Sara A. Rice Steve A. Rice</p> <p><b><u>PS-T120ED</u></b> Agua Caliente Band of Cahuilla Indians</p>	<p><b><u>PS-108E</u></b> Lawrence Joseph Bow</p> <p><b><u>PS-116E</u></b> Bobbie Ray Preckwinkle (as to 179.38 acres held in trust)</p> <p><b><u>PS-117E</u></b> Philip J. Prieto (as to 50% interest held in trust) Diana M. Richards (as to 12.75% interest held in trust)</p> <p><b><u>PS-120E</u></b> Clarissa G. Siva (life estate) Kaya E. Siva</p>
-----------------------	--	---

with copy to: LAW OFFICES OF JOSEPH A. ROMAN  
2825 East Tahquitz Canyon Way, Suite D1  
Palm Springs, CA 92262  
Attention: Joseph A. Roman

with copy to: Sheppard Mullin Richter & Hampton LLP  
12275 El Camino Real, Suite 200  
San Diego, CA 92130-2006  
Attention: Richard M. Freeman

with copy to: SHARYL WALKER, Attorney and Counselor at Law  
600 Tahquitz Canyon Way, Suite 2  
Palm Springs, CA 92262

with copy to: Office of the General Counsel  
Agua Caliente Band of Cahuilla Indians  
5401 Dinah Shore Drive  
Palm Springs, CA 92264  
Attention: General Counsel

**LESSEE:** CLUBCORP MISSION HILLS COUNTRY CLUB, INC., a Delaware corporation  
3030 LBJ Freeway, Suite 600  
Dallas, TX 75234  
Attn: General Counsel

with copy to: SCHLECHT, SHEVLIN & SHOENBERGER, ALC  
801 East Tahquitz Canyon Way, Suite 100  
Palm Springs, CA 92262  
Attention: Christoffer J. Thomsen

Under the provisions of the Act of August 9, 1955, 60 Stat. 539, as amended, 25 U.S.C. 415 and as supplemented by Part 162, Leases and Permits, of the Code of Federal Regulations (CFR), Title 25 INDIANS, any amendments thereto relative to Business Leases on Restricted Indian Lands, all of which by reference are made a part hereof.

## **ARTICLE II.**

### **LAND DESCRIPTION**

For and in consideration of the rents and agreements hereinafter set out, the Lessor hereby leases to the Lessee the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all appurtenances and improvements thereto and thereon (the "Land"). Said Land is situated within the Agua Caliente Indian Reservation, City of Rancho Mirage, County of Riverside, State of California, and is subject to valid easements and rights of way of record. The Land, together with the real property described on Exhibit "B" attached hereto, together with all appurtenances and improvements thereto and thereon (the "PSL-121(B) Land"), shall collectively be referred to as the "Leased Premises".

## **ARTICLE III.**

### **DEFINITIONS**

- A. "Approved Encumbrance" herein shall mean a trust deed or mortgage and any addition or extension thereto approved or deemed approved by the Secretary, such approval not to be unreasonably withheld, conditioned or delayed. Secretary shall either approve or state his reasons for not approving a trust deed or mortgage and any addition or extension thereto within thirty (30) days after receipt thereof from Lessee, and failure of the Secretary to respond with a written definitive approval or disapproval within the specified time period shall constitute approval of the trust deed or mortgage and any addition or extension thereto.
- B. "Approved Encumbrancer" herein shall mean the owner and holder of an Approved Encumbrance.
- C. "BIA" means the Bureau of Indian Affairs, an agency of the federal government of the United States within the Department of the Interior.
- D. "Business Day" means any day, excluding Saturday, Sunday and any day which is a legal holiday under the laws of the state of California.
- E. "Gross Receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliate's use and benefit, derived from business done, sales made or services rendered directly or indirectly from or on the Leased Premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the Leased Premises or any portion thereof. All income accruing from credit transactions shall be treated as "Gross Receipts" as of the date credit is extended. "Gross Receipts" shall include any ad valorem taxes paid by other than the Lessee for the account of the Lessee. "Gross Receipts" shall include proceeds from the extension of any subleases from 2034 to 2054, it being expressly agreed that closing costs and commissions associated with said extensions will be deducted prior to applying a percentage rental to this subcategory of "Gross Receipts."

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“Gross Receipts” shall not include amounts collected and paid out for a sales or excise tax imposed by a duly constituted governmental authority where such tax is billed to the purchaser as a separate item. It shall not include credits for the exchange of goods or merchandise between the stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly or indirectly from or on the Leased Premises. It shall not include the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee or its affiliates. It shall not include income from the sale of fixtures, or goodwill, or the sale of improvements, including but not limited to condominium units, cooperative units, apartment houses and single family residences. It shall not include proceeds from insurance or from other parties who may have caused a casualty loss or damage used to repair or replace any casualty loss or damage to property. It shall not include “pass-through” proceeds collected by Lessee for any administrative fee collected from subleases to be paid to the Bureau of Indian Affairs.

- F. “Secretary” means the Secretary of the United States Department of the Interior or his or her authorized representative.
- G. “Taxes” shall include any term of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax, or possessory interest tax (other than inheritance, personal income or estate Taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessee in the Land; Lessee’s right to other income therefrom, and/or Lessee’s business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Land address and where the proceeds so generated are to be applied by the city, county, Agua Caliente Band of Cahuilla Indians or other local taxing authority of a jurisdiction within the Land is located.

#### **ARTICLE IV.** **TERM**

The term of this Lease shall be NINETY-NINE (99) years, beginning on the date this Lease is approved by the Secretary (“Approval Date”), which date shall be the anniversary date of this Lease. For purposes of this Lease, “Lease Year” shall mean each calendar year (or partial calendar year) during the term of this Lease. Notwithstanding the foregoing, with respect to any provision in this Lease that refers to a specified number of Lease Years after the Approval Date, the reference shall be to full Lease Years only.

#### **ARTICLE V.** **PURPOSE OF THIS LEASE**

It is understood and agreed that a portion of the Leased Premises is currently being used and will continue to be used for open space/golf course purposes, and a portion of the Leased Premises is currently and will continue to be used for residential and commercial use, including but not limited to Golf Course, Athletic Club, Spa, long term or short term residential/villa rentals, restaurant and coffee shop, cocktail lounge and bar, office space and retail commercial rentals, LPGA Golf Tournament, etc. If the Lessee desires to use the Leased Premises for any other purpose, or desires to change the use (among the above-described purposes/uses) of any non-residential portions of the Leased Premises to a residential use or any residential portions of the Leased Premises to a non-residential use, such additional purposes (or change

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from residential to non-residential, or non-residential to residential use) shall be subject to the written consent of a majority (more than 50%) of the percentage interests of the individuals who comprise the "Lessor" under Successor Lease Nos. PSL-121(A) and PSL-121(B) combined, and the written approval of the Secretary, with such consent and approval not to be unreasonably withheld, conditioned or delayed.

## **ARTICLE VI.** **RENTALS**

The Lessee, in consideration of the foregoing, agrees to pay in lawful money of the United States of America the following rentals:

A. Guaranteed Minimum Annual Rental ("GMAR") of: \$2,500,000.00. GMAR shall be paid quarterly in advance on the following dates of each Lease Year: (i) January 1, (ii) April 1, (iii) July 1, and (iv) October 1. It is understood and agreed that the total GMAR and Percentage Rent (defined below) payable pursuant to this Lease and Successor Lease PSL-121(B) together will be allocated to the allotments covered by this Lease and Successor Lease PSL-121(B) combined in the proportion that the acreage of each allotment bears to the entire acreage of the Leased Premises as follows:

Allotment	Name	Acres	Percent
	Trust (PSL-121(A)):		
PS-50E	Heirs of John Damon Andreas (dec'd)	80.00	12.6757%
PS-108E	Lawrence Joseph Bow	80.00	12.6757%
PS-116E	Bobbie Ray Preckwinkle	179.38	28.4220%
PS-117E	Heirs of Frank Prieto III (dec'd) (Philip J. Prieto)	120.00 (50% interest)	9.5068%
PS-117E	Heirs of Frank Prieto III (dec'd) (Diana M. Richards)	120.00 (12.75% interest)	2.4242%
PS-118C	Heirs of Steven Allen Rice (dec'd)	40.00	6.3378%
PS-120E	Heirs of Edmund C. Siva (dec'd)	70.73	11.2069%
T-120ED	ACBCI	.40	.0634%
	Sub Total (Trust)	525.81	83.3125%
	Fee (PSL-121(B)):		
PS-117E	Heirs of Frank Prieto III (dec'd) (Fee Portion)	120.00 (37.25% interest)	7.0825%
PS-116E	Choc & Mil LLC - (Fee Portion)	60.62	9.6050%
	Sub Total (Fee)	105.32	16.9875%
	Total Trust + Fee	631.13	100.0000%

The portion of the GMAR payments outlined above to allotments held in Trust shall be paid pursuant to this Lease to the applicable Lessors through the BIA relative to their respective percent allocations (and their ownership interests in and under each allotment). The portion of the GMAR payments outlined above to allotments held in Fee shall be paid pursuant to Successor Lease PSL-121(B) directly to the applicable Lessors relative to their respective percent allocations.

For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under this Lease and Successor Lease PSL-121(B) combined is \$2,500,000.00, then a total of \$2,082,812.50 shall be paid to the collective Lessors under this Lease through the BIA, then allocated to the specific Lessors pursuant to their applicable percentages of ownership, and a total of \$417,187.50 shall be paid to the collective Lessors under Successor Lease PSL-121(B).

B. Percentage Rent. As additional rental over and above GMAR, a sum equal to the difference between said GMAR and the following percentages of Gross Receipts of business, as specified below ("Percentage Rent"):

- |      |   |     |
|------|---|-----|
| (1)  | Long Term (1 year or longer) Residential lot rentals, including single family residence lot rentals, cooperative apartment lot rentals, and condominium rentals   | 70% |
| (2)  | Residential Sublease extension fees for subleases under PSL-121, (i.e. for sublease extensions that extend subleases from 2034 to 2054) (hereinafter an "Old Sublease Extension Fee")   | 30% |
| (3)  | New Long Term Residential Sublease extension fees for new subleases issued under PSL-121(A), (i.e. for new subleases that replace old subleases under PSL-121, with a new sublease under PSL-121(A) with a new sublease term that expires at the end of the term of PSL-121(A), i.e. 99 years from Approval Date) (hereinafter referred to as a "New Sublease Extension Fee") (payment subject to Article VI.E., below)   | 50% |
| (4)  | Long Term Residential Sublease assignment/transfer fees, which shall be collected from sublessees each time a Long Term Residential Sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure, etc.) (hereinafter referred to as a "Transfer Fee") | 50% |
| (5)  | Long Term Residential Sublease encumbrance fees, which shall be collected from sublessees each time a Long Term Residential Sublease is encumbered (e.g. refinance or new financing of sublease) (hereinafter referred to as an "Encumbrance Fee")  | 50% |
| (6)  | Golf Course, Athletic Club and/or Spa dues, services, and guest fees (excluding amounts collected for membership or initiation fees at the time an individual acquires membership in the golf club, athletic club and/or spa)   | 3%  |
| (7)  | Golf Cart Rentals   | 3%  |
| (8)  | Golf and Tennis Pro Shop (e.g. retail merchandise)  | 3%  |
| (9)  | Short Term (under 1 year) Rentals (e.g. Villas, transient occupancy, etc.)  | 3%  |
| (10) | Restaurant and coffee shop (food and non-alcoholic beverages)   | 3%  |
| (11) | Cocktail lounge and bar (alcohol sales)   | 3%  |
| (12) | Office space and retail commercial rentals  | 3%  |
| (13) | Spa and Fitness Services Provided by Third Parties such as Massage, Facials, etc. of Net Amount retained by Lessee  | 3%  |

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- (14) LPGA Golf Tournament (For a number of years a ladies professional golf association tournament has been held on the Leased Premises. This golf tournament is conducted pursuant to a rolling 5-year Agreement. Lessor and Lessee acknowledge and approve this Agreement and any similar future agreement, with the parties further understanding and agreeing that the following percentage of revenues received by Lessee from the LPGA (and/or similar organization or entity holding a similar golf tournament) shall be shared with Lessor as Percentage Rent under this provision (the parties further understand and agree that revenues of the LPGA relating to this event, which are not shared with Lessee, shall not be considered Gross Receipts under this Lease, e.g. the LPGA may receive ticket revenue or other forms of revenue (advertising), that are not shared with Lessee) 3%
- (15) Miscellaneous revenues received from homeowners associations pursuant to landscaping, irrigation and/or other similar agreements; provided that any replenishment fee or other cost payable by Lessee to a third party in connection with such agreements shall be deducted prior to applying the applicable percentage for the calculation of Percentage Rent payable for such revenues. 3%

Such Percentage Rent shall be payable not later June 1 each year (for the Percentage Rent due and owing on Gross Receipts collected by Lessee during the prior Lease Year). Aside from payments being made in arrears on June 1 each year, payments of Percentage Rent shall be paid to the Lessors in the same manner as GMAR payments as outlined above (i.e. the portion of the Percentage Rent payment outlined above to allotments held in Trust shall be paid pursuant to this Lease to the applicable Lessors through the BIA relative to their respective allocations (and their ownership interests in and under each allotment), and the portion of the Percentage Rent payment outlined above to allotments held in Fee shall be paid pursuant to Successor Lease PSL-121(B) directly to the applicable Lessors relative to their respective allocations).

The parties understand and agree, that the Percentage Rent to be paid hereunder shall apply to the Gross Receipts collected by Lessee under the Leased Premises (i.e. the land covered by this Lease and the land covered by its companion lease, Successor Lease PSL-121(B), combined), and that the Lessee shall allocate the total Percentage Rent payable under both leases combined to the Lessors under this Successor Lease PSL-121(A) and/or Successor Lease PSL-121(B), on a per acre basis (i.e. the Lessors under these two leases are to share the total Percentage Rent payable by Lessee under the two leases combined, similar to how the Percentage Rent is split among all the Lessors (whether their land was held in fee or trust) under the original lease PSL-121).

For example purposes only, and applying the allotment percentages set forth in the table above, if the total GMAR payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,500,000 for a Lease Year, with \$2,082,812.50 of this total allocated to the Lessors under Successor Lease PSL-121(A), and \$417,187.50 of this total allocated to the Lessors under Successor Lease PSL-121(B), and if the total Percentage Rent payable under Successor Lease PSL-121(A) and Successor Lease PSL-121(B) combined is \$2,800,000 for the Lease Year, then Lessee would take the amount of Percentage Rent payable under both Successor Lease PSL-121(A) and Successor Lease PSL-121(B), together, i.e. \$2,800,000, subtract total GMAR of



\$2,500,000 to obtain a total Percentage Rent amount due and payable of \$300,000, then allocate 83.3125% (525.81 (acres under PSL-121(A))/631.13 (total acres under both leases combined)) or \$249,937.50 to the Lessors under Successor PSL-121(A), and allocate 16.6875% (105.32 (acres under PSL-121(B))/631.13 (total acres under both leases combined)) or \$50,062.50 to the Lessors under Successor Lease PSL-121(B).

If any part or parts of the Land are used for any purpose or purposes other than those set out above, the Percentage Rent payable for such uses shall be negotiated by Lessor and Lessee, subject to the approval of the Secretary prior to the time such uses are commenced. In the event that negotiations between the Lessor and Lessee are unsuccessful, the matter of Percentage Rent payable for other uses shall be submitted to arbitration for settlement in accordance with the provisions of ARTICLE XXV, herein.

C. CPI Adjustment of GMAR. In addition, the GMAR shall be increased on January 1 of the year following the fifth anniversary of the Approval Date, and on January 1 every five (5) years thereafter during the lease term by the same percentage as the cost of living index has increased over and above the base index as used herein during said adjustment period; provided that in no event shall the adjusted GMAR be less than the GMAR in effect immediately prior to the adjustment. The first base index shall be the cost of living index (as determined below) for the month of October of the year immediately preceding the first January 1 increase date, and subsequent base indexes shall be the cost of living index for the month of October every five (5) years thereafter. Such increase in rental as provided herein shall not exceed an average of four percent (4%) per year. As an example, at the conclusion of any five-year period, applying the cost of living index formula, the maximum increase for that period would be twenty percent (20%). The cost of living index to be used is that reflected by the Consumer Price Index, All Items, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA - (1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If for any reason whatsoever there is any change in the method of calculation or formulation of said price index, or if that index shall be no longer published, then another index generally recognized as authoritative shall be substituted by agreement, and, if they cannot agree, the index may be determined by arbitration pursuant to the provisions of ARTICLE XXV, herein. In any event, the base used by any new index shall be reconciled to the 1982-84 index.

D. Additional Provisions re Payment of Rents. All rents payable pursuant to the terms of this Lease (i.e. GMAR and Percentage Rent) shall be paid without prior notice or demand. Past due rental shall bear interest at eight percent (8%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at the time and in the manner herein specified.

In the event of a death of an individual Lessor during the term of this Lease and while said individual's ownership interest of a portion of the Land is in trust or restricted status, all rentals remaining due or payable to the decedent or to the decedent's representative under this Lease shall be paid to the official of the BIA having jurisdiction over the Land.

While the Land (and/or any individual allotment making up a portion thereof) are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions

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of this Lease in which event the rentals shall be paid to the official of the BIA having jurisdiction over the Land.

E. Extension Rent Payment Upon BIA Approval of Lease. As an incentive to enter into this Lease (and in consideration for the terms contained herein, including but not limited to the grant of the 99 year lease term and the rental provisions herein), Lessee shall pay Lessors under this Lease and Successor Lease PSL-121(B), collectively, a non-refundable advance payment in the total amount of \$3,000,000.00, to be allocated among the Lessors under both leases combined in the manner described above in Article VI.A.) on the Approval Date of this Lease (the "Extension Rent Payment"). The Extension Rent Payment shall provide Lessee with a credit against New Sublease Extension Fees actually collected by Lessee from sublessees, which otherwise would be split 50/50 between Lessee and the collective Lessors (under both leases combined and allocated as described above in Article VI.A.) as Percentage Rent (as outlined above in Article VI.B.(3)), e.g. after making this Extension Rent Payment, Lessee will keep all New Sublease Extension Fees until the total New Sublease Extension Fees collected reach \$6,000,000.00, and then fifty percent (50%) of any New Sublease Extension Fees collected above \$6,000,000.00 shall be paid as Percentage Rent in accordance with Article VI.B.(3).

For example purposes only, and applying the allotment percentages set forth in the table above, the Lessee collects New Sublease Extension Fees under both this Lease and the companion Successor Lease PSL-121(B), and once the total New Sublease Extension Fees collected under the two leases combined reaches \$6,000,000.00, any further New Sublease Extension Fees collected above this amount would be split 50/50, with the Lessee retaining 50% of said amount, and distributing the other 50% to the Lessors under this Lease and the companion Successor Lease PSL-121(B) together, on a per acre basis (of the total acreage of the Leased Premises). So, if Lessee collected \$7,000,000.00 in New Sublease Extension Fees, the portion over \$6,000,000.00, or \$1,000,000.00, would be split 50/50 with Lessee retaining fifty percent (50%) of said amount, or \$500,000.00, and the remaining fifty percent (50%) of said amount, or \$500,000.00, distributed to the collective Lessors under both leases combined as Percentage Rent, to be allocated 83.3125% (525.81 (acres under PSL-121(A))/631.13 (total acres under both leases combined)) or \$416,562.50 to Successor Lease PSL-121(A) Lessors, and 16.6875% (105.32 (acres under PSL-121(B))/631.13 (total acres under both leases combined)) or \$84,437.50 to Successor Lease PSL-121(B) Lessors.

## **ARTICLE VII.**

### **ANNUAL ACCOUNTING, RECORDS, REPORTS AND AUDIT**

The Lessee shall, not later than June 1 of each year, submit to the Lessor and the Secretary a certified audit report of Gross Receipts for the prior Lease Year. In addition to Gross Receipts as identified in ARTICLE VI, "RENTALS," above, an additional individual "Schedule 1" shall be provided, which shall identify each new sublease extension, sublease transfer/assignment and sublease encumbrance which has occurred during the previous Lease Year, and shall include transaction date, name, tract, lot or unit number, amount collected and amount due Lessor(s) (if any). In addition, and in conjunction with Article VI, Paragraph E, "Extension Rent Payment Upon BIA Approval of Lease", the certified audit report of gross receipts shall also include cumulative "New Sublease Extension Fees" which have been collected to date for the purpose of monitoring the pre-established threshold as stated in the Article VI, Paragraph E. With each said audit report and additional schedule, Lessee shall tender payment of all Percentage Rents

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which are due. Each audit report shall be prepared by a Certified Public Accountant, licensed in the State of California, in accordance with standard accounting procedures, and shall include an "opinion".

Any duly authorized representative of the United States, or qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to examine and audit any or all pertinent books, documents, papers and records of Lessee related to recognized Gross Receipts for the current and previous three (3) Lease Years. BIA may, at its discretion, treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication. In the event the Lessor should cause a special audit of the Lessee's pertinent books, documents, papers and records related to recognized Gross Receipts by a Certified Public Accountant, licensed in the State of California, in conformity with standard accounting procedures and if such audit reveals that the Lessor has been paid less than ninety-eight percent (98%) of the Percentage Rent amount the Lessor is entitled for any reporting period covered by the audit, then the expense of such audit shall be borne by the Lessee, otherwise it will be borne by the Lessor. Upon approval by the Secretary or his authorized representative, the audit so performed shall be binding upon both the Lessee and Lessor.

The acceptance by Lessor or Secretary of any monies paid to Lessor by Lessee as Percentage Rent for the Leased Premises as shown by any audit report furnished by Lessee shall not be an admission of the accuracy of said report, or of the sufficiency of the amount of said Percentage Rent payment, but Lessor or the Secretary shall be entitled at any time within four (4) years after the receipt of any such Percentage Rent payment to question the sufficiency of the amount thereof and/or the accuracy of the audit report or reports furnished by Lessee to justify the same, and shall have the right to examine and/or audit as hereinbefore described. Therefore, Lessee shall for such four (4) year period after submission to Lessor or the Secretary of any such report, keep safe and intact all of Lessee's records, books, accounts and other data which in any way bear upon Gross Receipts or are required to justify in detail any such report.

Notwithstanding the foregoing, no more often than once every four (4) years, Lessee may request in writing in care of the Bureau of Indian Affairs, that Lessor and the Secretary make a final determination of the sufficiency of the amount GMAR and all Percentage Rent under the Lease paid through the date of the request, and Lessor and the Secretary shall make such determination and advise Lessee within ninety (90) days following the date on which Lessee collects all applicable data in a single location and provides access to such data to Lessor and the Secretary. The failure of Lessor and the Secretary to make such a determination within the ninety (90) day period, and to advise Lessee of the results of the audit and review, shall constitute a final and binding approval of the sufficiency of the amounts of total rentals (GMAR and all Percentage Rent) paid through the date of request.

#### **ARTICLE VIII.** **PLANS AND DESIGNS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended. It is presently contemplated that portions of the Land may be further improved and/or redeveloped and to the extent Lessee decides to further improve and/or redevelop a portion or portions of the Land, the Lessee shall provide to Lessor and Secretary a conceptual plan for any material new improvement(s) on or redevelopment of the Land ("Conceptual Plan"), and shall be required

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to obtain the approval of the Secretary, and the Secretary shall either approve or state his reasons for not approving the Conceptual Plan within thirty (30) days after receipt thereof from Lessee. Reference is hereby also made to Article V above. Failure of the Secretary to respond with a written definitive approval or disapproval within the specified time period shall constitute approval of the Conceptual Plan. To the extent that the final plans and specifications for the material new improvement(s) on or redevelopment of the Land reflect a natural progression and logical evolution from the Conceptual Plan further approval of the Secretary shall not be required. If the final plans and specifications do not reflect a natural progression and logical evolution from the Conceptual Plan, then Lessee shall be required to obtain the approval of the Secretary and the Secretary shall either approve or state his reasons for not approving the plans and specifications within thirty (30) days after receipt thereof from Lessee. If the Secretary disapproves the plans and specifications, Lessee may re-submit such plans and specifications for approval after modification. In no event shall United States or Lessor assume any responsibility whatsoever for design of any structure or any improvement or for any construction being in compliance with any applicable state, county, or city laws or ordinances. Lessee is responsible for obtaining licenses and permits required or necessary for the construction of any structures or improvements on the Land or for performance of any work required hereunder.

### **ARTICLE IX.** **IMPROVEMENTS**

Lessor agrees that Lessee has fully performed and completed construction of the buildings and improvements in accordance with plans and designs approved under Articles 6, 7, 8, and 9 of the original lease, PSL-121, as amended. In connection with any Secretary or Lessor approved new improvement or redevelopment of the Land, as contemplated in ARTICLE VIII above, Lessee agrees that construction of any new such improvements will be completed in accordance with the approved Conceptual Plan under ARTICLE VIII hereof.

All buildings and improvements, excluding removable personal property, furniture, fixtures, and equipment, on the Land shall remain on said property after termination of this Lease and shall thereupon become the property of the Lessor. The term "removable personal property, furniture, fixtures and equipment" as used in this Article shall not include property which normally would be attached or affixed to the buildings, improvements or Land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in, or on, or affixed to the buildings, improvements or Land in such a way as to legally retain the characteristics of personal property. Personal property and trade fixtures may be removed by the Lessee at any time during the term of this Lease or within ninety (90) days after termination of this Lease or within such other reasonable time after the termination of this Lease as may be agreed upon between the parties hereto. The Lessee, at its own expense, shall repair any and all damages to the buildings and improvements resulting from or caused by such removal. If Lessee fails to remove the same within ninety (90) days after termination of this Lease, or such other reasonable time as may be agreed upon between the parties hereto, said fixtures and property shall be deemed abandoned and shall become the property of the Lessor.

Lessee expressly waives all provisions of Section 1013.5 of the California Civil Code pertaining to improvements affixed to the Land by any person acting in good faith and erroneously believing, because of a mistake either of law or fact, that he has a right to remove such improvements. Any dispute arising under this Article which cannot be resolved by the parties shall be arbitrated pursuant to ARTICLE XXV hereof.

**ARTICLE X.**  
**CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION BY LESSEE**

All improvements placed on the Land shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all service areas shall be screened from public view. The Lessee shall have the right at any time during the term of this Lease to make alterations or additions and any repair to any improvement on or placed upon the Land, but no alteration, addition or remodeling of improvements involving an expenditure in excess of ONE MILLION DOLLARS (\$1,000,000.00) in any given Lease Year, or removal or demolition of improvements with a value in excess of ONE MILLION DOLLARS (\$1,000,000.00) shall take place without the prior written consent of the Secretary and Lessor, such consent not to be unreasonably withheld, conditioned or delayed. This amount shall be adjusted in the same manner as GMAR is adjusted pursuant to the provisions of ARTICLE VI, Paragraph C. Lessor shall be given notice through the BIA and/or their last known address on file with the Lessee. Failure of the Lessor or the Secretary to respond with a written definitive consent or disapproval within the specified time period shall constitute consent. The Lessee shall, at all times during the term of this Lease and at the Lessee's sole cost and expense, maintain the Land and all improvements thereon in good order and repair and in a neat, sanitary and attractive condition. Lessee shall construct, maintain and repair, as required by law, all improvements on the Land and any alterations, additions, or appurtenances thereto, and shall otherwise comply with all public laws, ordinances and regulations applicable to said premises. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as hereinabove provided, or from Lessee's violation of any law, ordinance, or regulation applicable thereto.

**ARTICLE XI.**  
**NON-RESPONSIBILITY NOTICES**

Prior to the commencement of construction of improvements on the Land or any repair or alteration thereto, or work or labor thereon, in excess of ONE MILLION DOLLARS (\$1,000,000.00), the Lessee shall give the Secretary ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted and recorded as provided by state and local laws. This amount shall be adjusted in the same manner as GMAR is adjusted pursuant to the provisions of ARTICLE VI, Paragraph C. Lessor hereby authorizes the Secretary to post said notices on Lessor's behalf. Nothing contained herein shall be construed as a waiver of immunity of trust or restricted property from mechanics' or materialmen's liens nor obligate the Secretary or Lessor to post non-responsibility notices while the Land is in a trust or restricted status.

**ARTICLE XII.**  
**PERFORMANCE BOND**

Lessee is presently a subsidiary of ClubCorp USA, Inc. (a company with assets in excess of ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)). For so long as Lessee is a subsidiary of ClubCorp USA, Inc. (or another parent company with assets in excess ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)), Lessee shall not be required to provide security to guarantee completion of improvements (as otherwise would be required by this ARTICLE XII). In the event Lessee is no longer a subsidiary of ClubCorp USA, Inc. (or another parent company with assets in

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excess ONE BILLION FIVE HUNDRED MILLION DOLLARS (\$1,500,000,000.00)), before beginning construction contemplated by ARTICLES VIII and IX (note: this ARTICLE XII does not apply to construction under ARTICLE X), Lessee agrees to provide security to guarantee completion of the improvement and payment in full of claims of all persons for work performed on or materials furnished for construction. Lessee may provide said security by either:

- A. Posting a corporate surety bond in an amount equal to the cost of each building or other improvement, said bond to be deposited with the Secretary and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee and give all claimants the right of action to recover upon said bond in any suit brought to foreclose mechanics' or materialmen's liens against the Land; or
- B. Depositing in escrow with an institution acceptable to Lessor, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected or installed on the Land. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's architect, engineer, or contractor as construction progresses. The Lessor and Secretary shall have access to all information relative to the disbursement of funds through said escrow. The escrow instructions shall also provide: that not less than fifteen percent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' or materialmen's liens on such improvement shall have expired or until a reputable title company issues a title insurance policy which, in substance, insures the Lessor and Secretary against any loss they shall sustain by reason of any statutory liens for labor or material arising out of any work or improvement described in said escrow instructions; that if mechanics' or materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; and that if no such liens are filed within the statutory period for filing, the withheld funds shall be then disbursed to the Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value deposited which might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to the Lessee; or
- C. Entering into a loan agreement with a financial institution, which loan agreement and the amount of the equity of the Lessee in the improvements to be constructed with the proceeds of the loan shall be subject to the approval of the Secretary and which approval shall not be unreasonably withheld, conditioned or denied; or
- D. Providing an irrevocable letter of credit in a minimum amount equal to the cost of each improvement. The foregoing shall not prohibit, and Lessee (and any of Lessee's subtenants affected by such lien) shall have the right to contest any lien titled against the Land by appropriate proceedings.

### **ARTICLE XIII.**

#### **COMPANIES BONDING AND INSURING**

Any corporate surety bonds provided by Lessee in compliance with this Lease shall be furnished by companies holding certificates of authority from the Secretary of the Treasury as acceptable sureties on federal bonds. Insurance policies shall be furnished and maintained by such responsible companies as are rated A - Class VII or better in the current edition of Best's Insurance Guide.

**ARTICLE XIV.**  
**SUBLEASE, ASSIGNMENT, TRANSFER**

**A. Sublease.**

The Lessee shall not, unless otherwise expressly authorized herein, sublease any right to or interest in this Lease or any of the improvements on the Land, without the written approval of the Secretary, which approval shall not be unreasonably withheld, conditioned, or delayed. No sublease shall be valid or binding without said approval, and then only upon the condition that sublessee has agreed in writing that in the event of conflict between the provisions of this Lease and of said sublease, the provisions of this Lease shall govern. No sublease shall release the Lessee from any obligation under this Lease or substitute the sublessee for the Lessee hereunder. Any sublease made, except as aforesaid, shall be deemed a breach of this Lease.

The Secretary shall not unreasonably withhold approval of any sublease and shall either approve or state reasons for disapproval of a sublease within thirty (30) days after the sublease is submitted for approval, and failure of the Secretary to respond with a written definitive approval or disapproval within this time period shall constitute approval of said sublease.

The renting of hotel rooms, Villas or any other residential or other use, for a period less than twelve (12) months shall not constitute subleasing (i.e. it shall not require written approval of Secretary or Lessor).

Prior to any initial offering of apartment units, residential lots, commercial or office space for sublease, Lessee shall submit for approval of the Secretary schedules of minimum annual rents for same. Such schedules shall be subject to periodic review at the request of the Secretary, and rents for residential lots, apartment units, commercial or office space that have not previously been subleased may be adjusted with the written consent and approval of said parties. In conjunction with the schedules of rent, Lessee shall also submit for approval of the Secretary sublease forms and an assignment of sublease form for use in subleasing residential lots, apartment units and commercial or office space, and assigning such subleases. Approval of the within described forms and schedules of rents by the Secretary shall constitute approval of all subleases of residential lots, apartment units, commercial or office space and assignments of said subleases entered into by Lessee under this Lease. Copies of each sublease and assignment thereof shall be furnished to the Secretary. Each sublease shall provide that each sublessee shall be subject to and bound by each and all of the conditions of this Lease and no such subletting shall affect any of the obligations or liabilities of the Lessee hereunder.

It is agreed that, with the creation of this Lease, the Lessee is authorized to enter into new long term (over 1 year) residential subleases to act as extensions of, and replacements for, residential subleases under PSL-121, which new long term (over 1 year) residential subleases shall contain terms and conditions consistent with this Lease. The Lessee shall charge sublessees a New Sublease Extension Fee of no less than \$6,000 for a new residential sublease. The form of the new sublease (as to form), a schedule of rents, and an assignment form, shall be approved by the Secretary in connection with the approval of this Lease, in accordance with the preceding paragraph. The form of the new sublease shall provide, among other things, for (i) a Transfer Fee of 12 times the then existing monthly sublease rent payable by the sublessee each time the sublease is transferred for value to a third party (i.e. no Transfer Fee for family gifts or transfers to revocable trusts, or transfer of the sublease to a foreclosing Approved Encumbrancer acquiring

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the sublease in a foreclosure sale; or transfer of the sublease to an Approved Encumbrancer in an assignment in lieu of foreclosure, etc.), and (ii) an Encumbrance Fee of 3 times the then existing monthly sublease rent each time there is an encumbrance consent (i.e. Lessee consent to refinance or new financing under the sublease).

**B. Assignment or Transfer.**

The Lessee shall not, unless otherwise expressly authorized herein, assign or transfer all or any part of Lessee's interest in this Lease without the written consent of the Lessor (and sureties if required) and the written approval of the Secretary, such consent and approval not to be unreasonably withheld or delayed, and subject further to the payment by Lessee or its assignee of the "Master Transfer Fee" described below; provided, however, that the requirements for approvals of any assignment or transfer necessary for the Lessee to secure an Approved Encumbrance on a leasehold interest and/or for any Approved Encumbrancer shall be governed by the provisions of ARTICLE XVIII below. No such assignment or transfer shall be valid or binding without said consent and approval, or without the payment of the Master Transfer Fee, and then only upon the condition that assignee or other successor in interest, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease. Any assignment or transfer, unless approved as aforesaid, shall be deemed a breach of this Lease.

The Lessor and the Secretary shall not unreasonably withhold consent and approval of any assignment or transfer and shall either consent or approve or state reasons for disapproval of an assignment or transfer within thirty (30) days after the assignment is submitted for approval. If the Lessee has complied with all of its obligations in this ARTICLE XIV, Paragraph B, including payment of the Master Transfer Fee (which may be made to the BIA in trust for the benefit of Lessor, to be released upon consent and approval of said assignment or transfer), and is not in default under any provisions of this Lease, the failure of the Lessor or Secretary to respond with a written definitive approval or disapproval within this time period shall constitute a final and binding approval of said assignment or transfer.

If the Lessee is: (i) a corporation (excepting publicly traded corporations), then any dissolution, merger, consolidation of the corporation, or any sale, conveyance or other transfer of fifty percent (50%) or more of the voting stock of the corporation, or the sale or other transfer of fifty percent (50%) or more of the value of the assets of the corporation, in one transaction or over multiple transactions, shall be deemed an assignment; (ii) a limited liability company (excepting publicly traded limited liability companies), then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, of or by the member or members owning fifty percent (50%) or more in voting interests of the limited liability company, or the dissolution of the limited liability company, shall be deemed an assignment; (iii) a partnership, then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, by the partner or partners owning fifty percent (50%) or more in voting interests of the partnership, or the dissolution of the partnership without reconstitution, shall be deemed an assignment; or (iv) a trust or other entity, then any change in control of such entity shall be deemed an assignment. Lessee shall be obligated to notify the Secretary in writing of any such change in voting interests, voting stock or control, as the case may be.

**Master Transfer Fee.** In the event of, and concurrently with, Lessee's sale/transfer of all or any portion of its interest in this Lease (including a sale of the entire Leased Premises which is transacted as the sale of a sublease, where Lessee is paid consideration, in addition to market rent, for granting the sublease), or an assignment of an interest in the entity that owns this Lease which is deemed under the

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terms of this Lease to be an assignment of this Lease itself, and as a condition to the Lessor's and Secretary's approval of such transfer, Lessee shall pay, or cause to be paid, to the Lessor a transfer fee ("Master Transfer Fee") equal to One-Half Percent (0.50%) of the Gross Sales Price of the leasehold interest, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), increased by the same percentage as the cost of living index, as defined in Article VI.C. above, has increased, from the first base index defined in Article VI.C. to the index for the month of October preceding the effective date of the assignment, but not to exceed an average of four percent (4%) per year (as so adjusted, the "Master Transfer Fee Cap"). For these purposes, "Gross Sales Price" shall mean the gross consideration (whether cash, debt, stock or other financial consideration) paid by the purchaser/assignee of this Lease (or paid in the event of a deemed assignment), all before sales commissions, closing costs, escrow and title fees, and other expenses associated with the sale.

The Master Transfer Fee payable pursuant to this Lease and Successor Lease PSL-121(B) together shall be allocated and paid to the allotments/Lessors covered by this Lease and Successor Lease PSL-121(B) combined in the proportion that the acreage of each allotment bears to the entire acreage of the Leased Premises as outlined above in Article VI.A (i.e. same way GMAR and Percentage Rent are allocated and paid under these leases).

To clarify, there will only be one Master Transfer Fee payable under this Lease and Successor Lease PSL-121(B) (and PSL-121 to the extent it remains in place), together, per assignment. For example, assuming Lessee desires to sell/transfer its leasehold interest under this Lease and Successor Lease PSL-121(B) (and PSL-121 to the extent it remains in place), Lessee shall pay one Master Transfer Fee (not to exceed the Master Transfer Fee Cap)...assuming, in this illustration, the Master Transfer Fee for said sale/transfer is \$250,000.00, then a total of \$41,718.75 shall be paid to the collective Lessors under Successor Lease PSL-121(B), allocated pursuant to their applicable percentages of ownership, and a total of \$208,281.25 shall be paid to the collective Lessors under this Lease through the BIA.

#### **ARTICLE XV.** **STATUS OF SUBLEASES**

Termination of this Lease prior to the stated expiration date of this Lease, by cancellation or otherwise, shall not serve to cancel subleases and/or subtenancies, but shall operate as an assignment to Lessor of Lessee's interests in any and all such subleases and/or subtenancies. If this Lease terminates prior to the stated expiration date, Lessor agrees to recognize and be bound by any approved subleases, and Lessor shall recognize and not disturb any sublessee thereunder that attorns to Lessor and continues to perform all of its obligations under its sublease.

#### **ARTICLE XVI.** **AGREEMENTS FOR UTILITY FACILITIES**

Lessee shall have the right to enter into agreements with public utility companies and the State of California or any of its political subdivisions, or the Agua Caliente Band of Cahuilla Indians, to provide utility services including, but not limited to, gas, water, electricity, telephone, television and sewer facilities, necessary to the full enjoyment of the Leased Premises and the development thereof in accordance with the provisions of this Lease, which agreement shall be binding upon any sublessee or other occupant of the Leased Premises. Upon entering into such agreement or agreements, the Lessee shall furnish the Secretary executed copies thereof together with a plat or diagram showing the location

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of the utility lines to be constructed in accordance therewith.

**ARTICLE XVII.**  
**RIGHTS OF WAY FOR STREETS AND UTILITY FACILITIES**

Lessor hereby consents to the granting of rights-of-way for streets and above ground and underground utility facilities, as defined in ARTICLE XVI above, necessary to the full enjoyment of the Land and development thereof. Such rights-of-way are to be granted by the Secretary in accordance with an approved conceptual plan and pursuant to the Act of February 5, 1948, Public Law 407, 62 Stat. 17, and any amendments thereto, as implemented by regulations of the Secretary applicable thereto.

**ARTICLE XVIII.**  
**APPROVED ENCUMBRANCE**

- A. This Lease, or any right to or interest in this Lease, or any of the improvements on the Land, may only be encumbered with an Approved Encumbrance. No encumbrance or any addition thereto or extension thereof shall be valid unless it is an Approved Encumbrance. Nothing contained herein shall prohibit a future assignment of an Approved Encumbrance, in whole or in part, by an Approved Encumbrancer, provided that notice of such assignment is provided to the Secretary. Upon providing said notice to the Secretary, any assignee of an Approved Encumbrance shall be an Approved Encumbrancer.
- B. An Approved Encumbrance must be confined to the leasehold interest of Lessee or the subleasehold interest of a sublessee and shall not jeopardize in any way the Lessor's interest in the Land. Lessor hereby consents to any such trust deed or mortgage subject to its approval by the Secretary. Lessee agrees to furnish as requested, any financial statements or analyses pertinent to the encumbrance that the Secretary may reasonably deem necessary to justify the amount and terms of said encumbrance. Lessee further agrees to authorize an Approved Encumbrancer to furnish the Secretary and/or Lessor, upon written request from the Secretary and/or Lessor, any specific information regarding the status of the Approved Encumbrance at any time during the term of this Lease.
- C. In the event of default by the Lessee under the terms of an Approved Encumbrance, the Approved Encumbrancer may exercise any rights provided in the agreement or by law for discharging such Approved Encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the Approved Encumbrancer shall give to the Secretary (or any other agency of the United States that may have jurisdiction over the Land at such time) and Lessor, notice of the same character and duration as is required to be given to Lessee by such Approved Encumbrance and/or the laws of the State of California. Lessor shall have the right to record a request for a copy of a notice of default and notice of sale in accordance with California Civil Code Section 2924b and applicable federal regulations and such recordation shall constitute compliance with this provision.
- D. If any sale under the Approved Encumbrance occurs, whether by power of sale or foreclosure (or deed or assignment in lieu of foreclosure to the Approved Encumbrancer or an affiliate of the Approved Encumbrancer), the purchaser at such sale shall succeed to all of the rights, title and interest of the Lessee in the leasehold estate covered by said Approved

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Encumbrance. It is further agreed that, if the purchaser at such sale is the Approved Encumbrancer (or an affiliate of the Approved Encumbrancer), the Approved Encumbrancer (or such affiliate) may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of this Lease including the payment of rent (i.e., all past due and current rent, including interest). If the Approved Encumbrancer (or such affiliate) is the purchaser, it shall be required to comply with all the covenants and conditions of this Lease, including the payment of rent, only so long as it retains title to this leasehold. If a sale under the Approved Encumbrance occurs and the purchaser is a party other than the Approved Encumbrancer (or an affiliate of the Approved Encumbrancer), said purchaser, as successor-in-interest to the Lessee, shall be bound by all the terms and conditions of this Lease.

- E. Nothing herein shall in any manner limit, restrict or impair the right of Lessor to terminate this Lease and recover possession of the Land in the event of a default by Lessee subject to the rights provided to the Approved Encumbrancer in this Lease.
- F. Noncurable Defaults. An acquirer of the interests of Lessee in this Lease shall not be required to cure any type of default which cannot be cured without possession of the Land or which, because of its nature, may not be capable of cure (each, a "Noncurable Default").
- G. Notice. The Secretary shall give Approved Encumbrancer notice of any default of the payment of rental by the Lessee when said rent becomes forty five (45) days past due. The mortgage or trust deed executed by Lessee may provide that failure to pay rent or perform the other covenants of the Lease is a default under said mortgage or trust deed.
- H. Bankruptcy. Bankruptcy, receivership, or insolvency of Lessee shall not obligate any Approved Encumbrancer to pay any monies to cure or terminate the bankruptcy, receivership or insolvency, and the Approved Encumbrancer shall be required to do no more than is required of said Approved Encumbrancer by the terms of this Lease.
- I. Elections Under the Bankruptcy Code. Lessor acknowledges and agrees that (1) any right of election arising under Section 365(h)(1) of the Bankruptcy Code shall be exercised by the Approved Encumbrancer and not by Lessee; (ii) without limiting the generality of the foregoing, Lessee shall not, without the Approved Encumbrancer's prior written consent, elect to treat the Lease as terminated or to remain in possession of the Land under Section 365(h)(1) of the Bankruptcy Code, 11 U.S.C, § 365(h)(1); and (iii) any exercise or attempted exercise by Lessee of such right of election in violation of the preceding clauses shall be void.
- J. Rejection; Termination. Any rejection of this Lease by Lessee, by Lessee as debtor-in-possession, or by any trustee of Lessee pursuant to Section 365(h) of the Bankruptcy Code, shall not terminate this Lease. This Lease shall not be treated as terminated under Subsection 365(h)(1) of the Bankruptcy Code, and it shall continue in full force and effect in accordance with its terms. In no event shall any Approved Encumbrance of an Approved Encumbrancer, the lien of any such Approved Encumbrance, the security interests of any such Approved Encumbrance, or any note or other obligation secured by any such Approved Encumbrance be affected or impaired by any rejection of this Lease pursuant to Section 365(h) of the Bankruptcy Code.

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- K. Rejection; Possession. Lessor acknowledges and agrees that, if Lessee, Lessee as debtor-in-possession, or any trustee of Lessee shall reject this Lease pursuant to Section 365(h) of the Bankruptcy Code: (a) Lessee shall without further act or deed be deemed to have elected under Section 365(h)(1) of the Bankruptcy Code to remain in possession of the Land for the balance of the term of this Lease and Approved Encumbrancer shall have the right to exercise any one or more of the extension options provided for in this Lease (if any); and (b) any exercise or attempted exercise by Lessee of any right to treat this Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code shall be void.
- L. Possession; Sublease; Sub-Sublease. For the purposes of Section 365(h) of the Bankruptcy Code, the term 'possession' as used herein shall mean the right to possession of the Land granted to Lessee under this Lease, whether or not all or any part of the Land shall have been subleased.
- M. Rejection by Lessee or Other Termination of Lease. Should Lessee reject or attempt to reject this Lease pursuant to Section 365(a) of the Bankruptcy Code, or should this Lease otherwise be terminated, Lessor or the Secretary shall give each Approved Encumbrancer written notice of such rejection or termination, together with a statement of all sums at the time due under this Lease (without giving effect to any acceleration), and of all other defaults under this Lease then known to Lessor. Each Approved Encumbrancer shall have the right, but not the obligation, to give written notice to Lessor within thirty (30) days after receipt of the rejection or termination notice provided for in the preceding sentence (but, with respect to a rejection, not later than thirty (30) days following the Bankruptcy Court's approval of such rejection), that Approved Encumbrancer has elected to: (i) enter into a new Lease with Lessor, or shall assume this Lease, and (ii) cure all such defaults outstanding thereunder (other than noncurable defaults) by concurrently curing such monetary defaults at the date of assumption and by curing such other defaults within a reasonable period of time after the date of such assumption, except for defaults of the type specified in Subsection 365(b)(2) of the Bankruptcy Code and any other noncurable default. If Approved Encumbrancer gives the written notice and election described above, then, as between Lessor and Approved Encumbrancer: (1) the rejection of this Lease by Lessee or other termination shall not constitute a termination of this Lease; (2) Approved Encumbrancer may assume the obligations of Lessee under this Lease without any instrument of assignment or transfer from Lessee, other than as may be reasonably required by Approved Encumbrancer to evidence the continued existence of this Lease or a new Lease as described above, as the case may be; (3) Approved Encumbrancer's rights under this Lease shall be free and clear of all rights, claims and Approved Encumbrances of or in respect to Lessee; (4) Approved Encumbrancer shall consummate the assumption of this Lease and the payment of the amounts payable by it to Lessor pursuant to this paragraph at a closing to be held at the office of Lessor at the address set forth herein or such other place as such parties may mutually agree upon, on the thirtieth (30th) Business Day after Approved Encumbrancer shall have given the written notice hereinabove provided for; and (5) upon any assignment of this Lease by Approved Encumbrancer, Approved Encumbrancer shall be relieved of all obligations and liabilities arising under this Lease or any new lease, as the case may be, from and after the date of any such assignment. Any such re-instated lease or new lease shall be equal in priority to this Lease.
- N. Assignment in Lieu. Acquisitions of the interest of Lessee by Approved Encumbrancer (or an affiliate of Approved Encumbrancer) by deed or assignment in lieu of foreclosure shall

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confer upon Approved Encumbrancer (or an affiliate of Approved Encumbrancer) the same rights as if such Approved Encumbrancer (or an affiliate or designee of such Approved Encumbrancer) had acquired title by foreclosure action such as a Trustee's Sale.

- O. Notice Of Default. Lessor (and by approving this Lease, the Secretary) agree to deliver to Approved Encumbrancer, at the same time as delivery to Lessee, written notice of (1) any default by Lessee under this Lease, (2) any proposed termination of this Lease, and (c) the failure by Lessee to cure any default under this Lease after the expiration of any applicable cure period provided to Lessee. No notice of default given to Lessee, and no exercise of any remedy by Lessor as a result of any such default, shall be effective unless such notice shall have been delivered to Approved Encumbrancer. Further, such Approved Encumbrancer shall have the right to cure any monetary or non-monetary default by Lessee under this Lease. With regard to monetary defaults by Lessee, Approved Encumbrancer shall be afforded after the expiration of any cure period provided to Lessee, thirty (30) additional days to cure any such monetary default of Lessee, so long as all interest accrued on such monetary sums as provided in this Lease is paid as well. In addition, with regard to non-monetary defaults by Lessee, Approved Encumbrancer shall be afforded, after the expiration of any cure period provided to Lessee, sixty (60) additional days to cure any such non-monetary default of Lessee; or in the event that any such non-monetary default of Lessee cannot, with reasonable diligence, be cured within the additional cure period provided to Approved Encumbrancer in this subsection, such longer period as may be reasonably required to complete such cure, including, without limitation, such time as may be required for Approved Encumbrancer to gain possession of Lessee's interest under this Lease pursuant to a foreclosure or receivership action, provided that Approved Encumbrancer notifies Lessor, in writing, of Approved Encumbrancer's intention to cure such default and Approved Encumbrancer promptly commences and diligently pursues such cure to completion and diligently pursues such foreclosure or receivership action with respect to the cure of nonmonetary defaults requiring possession in order to cure. However, during any cure period afforded to Approved Encumbrancer and until the completion of the cure of a nonmonetary default or foreclosure proceedings, as applicable, the Approved Encumbrancer shall (i) pay the rents due and payable by the Lessee under this Lease; (ii) maintain all insurance as required by this Lease; and (iii) pay all Taxes due and unpaid on the taxable property covered by this Lease until the Land is either sold upon foreclosure pursuant to the terms of the Approved Encumbrance or released or reconveyed thereunder. Approved Encumbrancer shall not be obligated to cure a Noncurable Default.
- P. Lessee Default: Bankruptcy. In case a default or breach on the part of the Lessee occurs preceding, during, or due to the bankruptcy, receivership, or insolvency of the Lessee, and the Approved Encumbrancer, prior to the receipt of the notice of default or within sixty (60) days after the receipt thereof, shall have filed in the court having jurisdiction over such bankruptcy, receivership or insolvency, a petition for permission to foreclose, the filing of such petition shall be deemed to be the beginning of foreclosure proceedings for the purpose of the foregoing paragraph.
- Q. Rights of Approved Encumbrancer as Lessee. In connection with the exercise of its remedies under its loan documents or upon becoming the lessee under this Lease or a new lease as described above, an Approved Encumbrancer (or an affiliate of such Approved Encumbrancer) shall succeed to all of Lessee's rights, title, and interest in and to the improvements situated on the Land, which improvements, are owned by Lessee during the term of this Lease.

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- R. No Right of Lessor to Terminate Lease. Notwithstanding anything in this Lease to the contrary, except as otherwise expressly provided in this Lease, Lessor agrees that neither the sale of the leasehold estate by way of judicial or non-judicial foreclosure, nor the appointment by Approved Encumbrancer of a receiver to collect rents, or the actual collection of rents from the Land by the Approved Encumbrancer shall give Lessor any right to terminate this Lease.
- S. No Modifications. Without the prior written consent of the Approved Encumbrancer of record, Lessor and Lessee shall not mutually agree to modify, terminate, amend, alter or cancel this Lease or effect the surrender of the Land and any such action taken without the Approved Encumbrancer's written consent shall be of no force or effect. The foregoing provision does not in any manner limit, restrict, or impair the right of Lessor to terminate this Lease and recover possession of the Land in the event of a default by Lessee subject to the rights of the Approved Encumbrancer in this Lease.
- T. Lender Amendments. Lessor and Lessee shall cooperate in including in this Lease by suitable amendment from time to time any provisions that may reasonably be requested by any proposed lender or Approved Encumbrancer for the purpose of implementing lender protection provisions (which allow this Lease to continue to be financeable) and allowing an Approved Encumbrancer reasonable means to protect or preserve the lien of any Approved Encumbrance on the occurrence of a default by Lessee. Lessor and Secretary and Lessee each agree to execute and deliver (and to acknowledge, if necessary for recording purposes) any agreement necessary to effect any such amendment; provided, however, that such an amendment shall not in any material respect adversely affect any rights of Lessor under this Lease.
- U. Effect on Lessee. The Approved Encumbrancer shall not be liable to Lessee or any sublessee for any adverse effect that any provisions required by said Approved Encumbrancer may have upon Lessee or said sublessee.

**ARTICLE XIX.**  
**LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES**

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

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**ARTICLE XX.**  
**LESSOR PAYING CLAIMS**

Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefor, if the Lessee after written notice from Lessor or Secretary fails to pay or to post bond against enforcement within thirty (30) days. All such sums paid by Lessor as well as all costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand with interest at the rate of ten percent (10%) per annum from date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this Lease.

**ARTICLE XXI.**  
**PUBLIC LIABILITY INSURANCE**

At all times during the term of this Lease, Lessee shall carry public liability insurance in amounts not less than THREE MILLION DOLLARS (\$3,000,000.00) for personal injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage, said policy to be written jointly to protect Lessee, Lessor, and the Secretary. Evidence, acceptable to the Secretary, of such coverage or a change in coverage shall be furnished to the Secretary. The aforementioned minimum coverage amounts shall be increased from time to time to reflect then-current industry standards. Lessee shall notify the Secretary without delay if Lessee becomes aware of any occurrence which might precipitate the filing of a claim against the insured.

Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use or condition of the Land, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on or about said premises or from any other cause whatsoever, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct. Lessee hereby releases and waives all claims against Lessor and the United States and agrees to indemnify and hold Lessor and the United States free and harmless from and to defend them against any death or injury to person or, loss or damage of property, whatsoever kind or nature, arising from the use or condition of the Land, together with all costs and expenses in connection therewith, except to the extent proximately caused by Lessor's or Lessor's agent's negligence or willful misconduct.

**ARTICLE XXII.**  
**FIRE AND DAMAGE INSURANCE**

Lessee shall, from the date of approval of this Lease, carry fire insurance with extended coverage endorsements, to include vandalism, jointly in the names of the Lessee and Lessor, covering the full insurable value of all improvements on the Land. Lessee may satisfy the above requirement as to subleased portions of the Land by requiring its sublessees to carry said insurance over the subleased premises. Evidence, acceptable to the Secretary, of such coverage or a change in coverage shall be furnished to the Secretary. Lessee shall notify the Secretary without delay if Lessee becomes aware of any occurrence which might require filing of a claim with the insurer.

Lessee (and/or sublessees) shall pay all premiums and other charges for such insurance and shall deposit with the Secretary evidence, acceptable to the Secretary, that said premiums or other charges have

been paid. Lessee hereby agrees that damage to or destruction of any building or improvement on the Land at any time by fire or any other casualty whatsoever shall not cause termination of this Lease or authorize the Lessee or those claiming by, through, or under it to quit or surrender possession of said lands or any part thereof, and shall not release the Lessee in any way from its liability to pay Lessor the rents hereinabove provided for or from any other agreements, covenants, or conditions of this Lease. In the event of damage to any improvement on the Land, the Lessee shall reconstruct the improvement in compliance with applicable laws and building regulations and (i) in material accordance with the original plans with such revisions as required by updated building codes (in which case Lessor or Secretary approval is not required), or (ii) in accordance with modified Conceptual Plans to be approved pursuant to ARTICLE VIII hereof. Such reconstruction shall commence within one (1) year after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in escrow with an institution approved by Secretary.

The Lessee shall also deposit in said escrow as needed all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements, and funds shall be disbursed during the progress of reconstruction on receipt of industry standard contractor's certificates.

If Lessee is not in default under this Lease, all money in escrow after reconstruction has been completed and construction costs paid shall be paid to Lessee. If Lessee is in default, said money shall remain in escrow as security for performance by Lessee until said default is corrected, after which, funds remaining shall be paid to Lessee. If Lessee does not correct the default within the cure period specified in this Lease, said funds shall be paid to the Lessor up to the amount needed to remedy such default.

An Approved Encumbrancer may be named as a loss payee under the insurance mentioned herein, and in the event of loss or damage to the buildings on the Land while an Approved Encumbrance remains unpaid, the proceeds of such insurance shall be paid to the Approved Encumbrancer and held pending disbursement for repair of the loss or damage. If such amount paid to the Approved Encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, or if insufficient to repair the loss or damage, and Lessor or Lessee shall within three (3) months after such payment by the insurer to the Approved Encumbrancer deposit with the Approved Encumbrancer sufficient funds to completely repair the loss or damage when added to the amount paid by the insurer to the Approved Encumbrancer, the Approved Encumbrancer shall, upon written order of Lessor and Lessee, and in compliance with commercially reasonable disbursement procedures established by the Approved Encumbrancer, pay such monies for such repair, and it shall not be deemed a payment or credit on the Approved Encumbrance. However, if prior to the expiration of such three (3) month period, the Lessor or Lessee shall not so deposit money with the Approved Encumbrancer, or, if the repair of the loss or damage is not commenced as required by this Lease, the said sum so paid by the insurer to the Approved Encumbrancer shall be applied and credited to the Approved Encumbrance, but only to the extent of the Approved Encumbrance.

### **ARTICLE XXIII.** **UNLAWFUL USE**

The Lessee agrees not to use or cause to be used any part of the Land for any unlawful conduct or purpose; provided that Lessee or its subtenants may contest the validity of any applicable law, statute, rule, code, ordinance or regulation at its own cost. There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises.



**ARTICLE XXIV.**  
**EMINENT DOMAIN**

If, at any time during the term of this Lease, the Land or any part thereof is taken or condemned under the laws of the eminent domain, then, and in every such case, the leasehold estate and interest of the Lessee in the portion of the Land so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the Land shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved, in which case the compensation or award, only insofar as it is awarded for damages to the improvements on the Land, to the extent of the unpaid balance of any Approved Encumbrance, shall be paid to the Approved Encumbrancer. As between Lessor and Lessee or sublessor and sublessee, as the case may be, such amount shall be deemed paid to the Lessee or sublessee and if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this Lease, Lessee or sublessee shall pay any such excess to Lessor or sublessor, as appropriate.

The rental thereafter payable hereunder for the remainder of the term of this Lease shall be reduced proportionately based on the percent of total square feet in the Land so taken, subject to the approval of the Secretary. If after condemnation, continuation of this Lease is no longer feasible, this Lease may be terminated by agreement of the parties, subject to the approval of the Secretary.

Any disputes arising under this Article which cannot be resolved by the parties, shall be arbitrated pursuant to ARTICLE XXV hereof.

This ARTICLE XXIV shall apply solely to takings or condemnations of this Lease, and not to takings or condemnations of subleases.

**ARTICLE XXV.**  
**ARBITRATION**

Whenever during the term of this Lease the parties hereto are unable to reach an agreement as required by this Lease or to resolve a dispute regarding this Lease, or breach or performance of it, such dispute shall be settled by arbitration before a three-member Arbitration Board which shall be established, one member to be selected by the Lessor and one member to be selected by the Lessee with the two members thereafter to select a third member, or, if they cannot reach agreement, the third member shall be selected by the federal district court. Upon written notice to the Secretary that Lessee and Lessor are seeking resolution of a dispute by arbitration, the arbitrator or arbitration board shall be established as soon as possible but no later than forty-five (45) days thereafter.

The costs of such arbitration or arbitration board shall be shared equally by the Lessee and the Lessor. It is understood and agreed that the Secretary shall be expected to accept decisions reached by said Arbitration Board, but the Secretary shall not be bound by any decision that is in conflict with federal law and/or the interests of the Lessor or the United States Government.

In the event of any arbitration pursuant to this Article commenced by Lessor, Lessor shall promptly notify an Approved Encumbrancer. Lessor shall provide such Approved Encumbrancer with copies of all additional notices, papers, and other documents related to such proceeding when and as given or received by Lessor. Such Approved Encumbrancer shall be entitled to participate in any arbitration proceeding together with or on behalf of Lessee, however will not be required to bear a proportionate percentage of

costs.

**ARTICLE XXVI.**  
**DEFAULT**

- A. Time is of the essence of this Lease.
- B. Subject to ARTICLE VI, if Lessee has defaulted in any payment of monies or fails to post bond, as required by the terms of this Lease, and if such default shall continue uncured for the period of thirty (30) days after written notice thereof by the Secretary to Lessee, or if Lessee has breached any other covenant of this Lease, and if the breach of such other covenant shall continue uncured for a period of sixty (60) days after written notice thereof by the Secretary to the Lessee, provided that, if Lessee commences to cure prior to the expiration of such sixty (60) day period shall be extended so long as Lessee thereafter continues to prosecute such cure with reasonable diligence, then the Lessor may either:
  - (1) Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or
  - (2) Reenter the Land and remove all persons and property therefrom, excluding the persons and property belonging to authorized sublessees, and either:
    - (a) Relet the Land without terminating this Lease, as the agent and for the account of Lessee, but without prejudice to the right to terminate this Lease thereafter, and without invalidating any right of Lessor and the Secretary or any obligation of Lessee hereunder. Terms and conditions of such reletting shall be at the discretion of Lessor and the Secretary, who shall have the right to alter and repair the Land as they deem advisable, and to relet with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due, including attorneys' fees and real estate commission paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor may sue thereafter as each monthly deficiency shall arise; or
    - (b) Terminate this Lease at any time even though Lessor and the Secretary have exercised rights as outlined in (1) or (2) above, in which case the Lessee shall quit and surrender the Land to Lessor.
- C. Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this Lease.
- D. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. Nothing in this Lease shall prohibit or prevent the Lessor from pursuing on its own behalf any remedy it may have under law for the breach of any covenant of this Lease.

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**ARTICLE XXVII.**  
**ATTORNEY'S FEES**

If action or arbitration be brought by Lessor in unlawful detainer for rent or any other sums of money due under this Lease, or if action is brought by Lessor or Lessee to enforce performance of any of the covenants and conditions of this Lease, the losing party shall pay the reasonable attorneys' fees of the prevailing party, to be fixed by the Court as a part of the costs in any such action.

**ARTICLE XXVIII.**  
**HOLDING OVER**

Holding over by the Lessee after the termination or expiration of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the Land.

Lessee agrees to remove all property removable under the terms of this Lease within sixty (60) days after termination of this Lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of this Lease, beginning with the day following the termination date of this Lease and continuing for each day until said property is removed.

**ARTICLE XXIX.**  
**NO PARTNERSHIP; OPERATION OF BUSINESS**

Lessee and Lessor are not joint venturers or in partnership. Lessee is not and shall not be deemed to be an agent or representative of Lessor.

Lessee agrees that at all times during the term of this Lease, it will diligently attempt to keep the Leased Premises and all parts thereof actively used.

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

**ARTICLE XXX.**  
**TERMINATION OF FEDERAL TRUST**

Nothing contained in this Lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the Land by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate this Lease. The owners of the Land and the Lessee and its surety or sureties and Approved Encumbrancer or Approved Encumbrancers shall be notified of any such change in the status of the Land.

**ARTICLE XXXI.**  
**LESSEE'S OBLIGATIONS**

While any portion of the Land are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of the Lessee's obligations under this Lease and the obligations of Lessee's sureties, are to the United States as well as to the owner of the Land. The obligations of the Lessee and its sureties to the Indian landowners are also enforceable by the United

States, so long as the Land remains in trust or restricted status.

**ARTICLE XXXII.**  
**PAYMENTS AND NOTICES**

All notices, payments and demands, shall be sent to the parties hereto and their respective counsel at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. In addition, copies of all notices and demands shall be sent to the Secretary in care of the Palm Springs Office of the BIA. Notices and demands shall be delivered in person, or sent by overnight mail or certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first.

**ARTICLE XXXIII.**  
**INSPECTION**

Subject to giving Lessee forty eight (48) hours written notice, the Secretary and the Lessor and their authorized representatives shall have the right, at any reasonable times during the term of this Lease, to enter upon the Land, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon. BIA has the right, at any reasonable time during the term of this Lease and upon reasonable notice, in accordance with §162.464, to enter the Land for inspection and to ensure compliance.

**ARTICLE XXXIV.**  
**DELIVERY OF PREMISES**

At the termination or expiration of this Lease, Lessee will peaceably and without legal process deliver up (i) the possession of the golf course portion of the Land, in good condition, usual wear and acts of God excepted, and (ii) Lessee's interests in the subleases.

**ARTICLE XXXV.**  
**LEASE BINDING**

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

**ARTICLE XXXVI.**  
**INTEREST OF MEMBER OF CONGRESS**

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

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**ARTICLE XXXVII.**  
**VALIDITY**

So long as any portion of the Land is held in federal trust or restricted status, this Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon any party hereto until approved by the Secretary.

**ARTICLE XXXVIII.**  
**LESSOR'S DETERMINATIONS, CONSENTS OR APPROVALS**

Whenever in this Lease it is provided that the Lessor may exercise any rights or discretions or makes any determinations, consents or approvals, except reductions in payment obligations to the Lessors (including but not limited to changes in participation of the Lessors in rentals), increases or decreases in the Land, termination or change of the term of the Lease, or modification in dispute resolution procedures, the action of those Lessors holding the majority of interest in the ownership of the Land shall constitute the action of all the Lessors for the purpose of this Lease and any extension thereof.

Further, individual Lessors are deemed to have consented to an amendment of the Lease where they do not object in writing to the amendment within thirty (30) days following their receipt of the amendment. In connection with the above "deemed consent" provision and for so long as any portion of the Land is held in federal trust or restricted status, the parties shall submit to the Secretary and/or BIA, the following: (1) a copy of the executed amendment or other documentation of any individual Lessors' actual consent; (2) proof of mail of the amendment to any individual Lessors who are deemed to have consented; and (3) any other pertinent information for the BIA to review.

**ARTICLE XXIX.**  
**TAX IMMUNITY**

Nothing contained in this Lease shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust or restricted Indian property or any interest therein or income therefrom.

**ARTICLE XL.**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Where applicable, Lessor hereby consents to Lessee's execution of a Declaration of Covenants, Conditions and Restrictions (or similar document(s)) in accordance with governing laws, rules, regulations and ordinances. Said declaration shall not contain any provisions in conflict with the provisions of this Lease and the subleases with which it is to be used.

**ARTICLE XLI.**  
**APPROVAL BY LESSOR AND/OR SECRETARY**

Whenever under the terms of this Lease the acceptance, consent or approval of the Lessor and/or the Secretary is required, said acceptance, consent or approval shall not be unreasonably withheld, delayed or conditioned.

**ARTICLE XLII.**  
**FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease, other than the obligation to indemnify or make money payments or furnish surety or provide the necessary bond, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. Any question of fact, or disputes, arising under this Article, which cannot be resolved by the parties, shall be arbitrated pursuant to ARTICLE XXV above.

**ARTICLE XLIII.**  
**ENVIRONMENTAL PROTECTION REQUIREMENTS**

The Lessee shall comply with the 40 CFR, Parts 1500 through 1508, Council on Environmental Quality Regulations and all other regulations applicable to Environmental Protection Requirements on federal lands. No ground disturbing activities for this Lease shall occur until NEPA compliance has been met and this Lease has been approved by the Secretary or his authorized representative. No hazardous substance as defined by Federal and State of California law can be stored or placed on the Land by Lessee, except in compliance with all applicable laws.

**ARTICLE XLIV.**  
**GENERAL PROVISIONS**

- A. No Merger. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate in the Land or with the interest or estate of any leasehold mortgage by reason of the fact that this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own a beneficial interest in the Land, or shall hold any leasehold mortgage.

No such merger shall occur unless and until all persons at the time holding the estates or interests to be merged shall join in a written instrument affecting such merger and shall duly record the same.

- B. Entire Agreement. This Lease sets forth all of the agreements, conditions and understandings between Lessor and Lessee relative to the leasing of the Land, and there are no promises, agreements, conditions, understanding, warranties or representations, oral or written, expressed or implied, between them other than as set forth or as referred to herein.
- C. Interpretation. The parties acknowledge and agree as to the factual accuracy of the introduction/recital provisions outlined above, with such introduction/recitals to constitute certain of the covenants, conditions, and substantive provisions of this Lease, and this Lease to be

interpreted in accordance therewith.

- D. No Oral Modification. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination of abandonment is sought to be enforced.
- E. Headings. The Table of Contents and Article headings are inserted herein only for convenience and are no way to be construed as part of this Lease, or as indicative of the meaning of the provisions of this Lease or the intention of the parties, or as a limitation in the scope of the particular clauses to which they refer.
- F. Severability, Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- G. Time of the Essence. Except as otherwise specifically provided in this Lease, time is of the essence in this Lease and in each and every provisions hereof on Lessor's and Lessee's parts to be performed.
- H. Construction. The parties agree that each party has reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in their interpretation of this Lease or any amendments or exhibits thereto.
- I. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the United States and, to the extent applicable, California law.
- J. Lessor's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessor shall have the right to undertake and continue to defend, at Lessee's reasonable costs and expense, any claim, action or proceeding which is brought against Lessor and which Lessee is obligated under this Lease to defend, if following ten (10) days notice to Lessee, Lessee shall have failed to diligently defend.
- K. Lessee's Rights to Defend. Notwithstanding anything to the contrary in this Lease, Lessee shall have the right to undertake and continue to defend, at Lessor's reasonable costs and expense, any claim, action or proceeding which is brought against Lessee and which Lessor is obligated under this Lease to defend, if following ten (10) days notice to Lessor, Lessor shall have failed to diligently defend.
- L. Quiet Enjoyment. Lessor covenants and agrees that upon Lessee's paying the rent reserved herein and timely performing and observing all of the covenants and provisions of this Lease on Lessee's part to be performed and observed, Lessee shall peaceably and quietly enjoy the Land without disturbance by Lessor or anyone claiming by, through or under Lessor.

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- M. No Third Party Beneficiary. The covenants and obligations set forth in this Lease are to benefit the parties hereto, and any Approved Encumbrancer as specified in this Lease, and shall not be for the benefit of any other third party.
- N. Estoppel Certificates. Lessor and Lessee agree at any time and from time to time, upon reasonable prior notice, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force' and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and (iii) whether or not, to the actual knowledge of the signer of such statement, either party is then in default or may be in default with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease, and, if in default, specifying each such default; it being intended that any such statement delivered pursuant to this Section may be relied upon by the receiving party, the receiving party's lender or any prospective purchaser of the interest of such party.
- O. Counterparts. This Lease may be executed in several counterparts and all so executed shall constitute one Lease which shall be binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.
- P. Miscellaneous BIA Mandatory Provisions under 25 CFR part 162.
- (1) The Lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 162.014.
  - (2) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact BIA and the tribe with jurisdiction over the Land to determine how to proceed and appropriate disposition.

#### **ARTICLE XLV.**

#### **LESSORS USE OF GOLF COURSE**

Lessee hereby grants to the Lessors seven (7) honorary golf club memberships to use the golf course operated by Lessee on the Land (the "Honorary Memberships"), subject to the following terms and conditions:

- (1) Each of the seven (7) allotments listed in Article I shall be entitled to one (1) Honorary Membership.
- (2) In the event an allotment is held by more than one individual or is held by an entity, the authorized representative for the allotment shall designate the one (1) individual person who shall hold the Honorary Membership. The designated holder of an Honorary Membership may be changed from time to time, but not more frequently than once per calendar year.
- (3) Each proposed holder of an Honorary Membership is subject to Lessee's then current



membership application process.

- (4) The Honorary Membership shall provide the holder with up to four (4) complimentary accompanied guest rounds per month, for up to three (3) guests for each round. If the holder of the Honorary Membership does not accompany the guests, the then current prevailing guest rate will apply. The complimentary accompanied guest rounds are not transferable or assignable, and any unused complimentary accompanied guest rounds are forfeited at the end of each month and are not accumulated or carried over.
- (5) The designated holder of the Honorary Membership may select a lesser category of membership, but shall not be entitled to any credit or discount as a result.
- (6) The payment of an initiation fee and monthly dues shall not be required under the Honorary Membership.
- (7) The holder of the Honorary Membership shall be responsible for the timely payment of all food and beverage charges, service charges, merchandise purchases, and other usage charges and fees, and applicable taxes incurred under the membership, and maintaining the membership in good standing.
- (8) Other than as described in subsection (2) above, the Honorary Memberships are non-transferable. The Honorary Memberships may not be sold and are non-refundable.
- (9) Except as set forth otherwise herein, each Honorary Membership is subject to all bylaws, rules and regulations, and other written policies of the Lessee.

#### **ARTICLE XLVI.** **INDIAN TRUST STATUS AND FEE STATUS**

The parties hereto understand and acknowledge that certain portions of the Land are jointly owned by co-owners who hold undivided interests in the same parcel in different forms of ownership (e.g. as of the Approval Date, Allotment PS-117E is jointly owned by Philip J. Prieto (as to 50% interest held in trust), Heirs of Frank Prieto Jr. (as to 37.25% interest held in fee), and Diana M. Richards (as to 12.75% interest held in trust)).

The parties understand and agree that the Secretary only owes trust responsibilities to the individual lessors/landowners holding title to their land in trust or restricted status, and that the Secretary owes no trust responsibilities and/or obligations to the individual lessors/landowners holding title to their land in fee status (e.g. Secretary will not take action or collect rent on behalf of fee interest lessors/landowners). However, the parties understand and agree that it is in the best interests of all the lessors/landowners (whether they hold title to their land in trust or restricted status, or in fee status) that the Land be leased under the terms of this Lease.

#### **ARTICLE XLVII.** **AUTHORITY TO SIGN**

The persons whose signatures are affixed below represent and covenant that they are authorized and empowered to enter into this Lease in their respective capacities.

584 1476Y22

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Successor Lease PSL-121(A).

**LESSOR:**

Heirs of John Damon Andreas  
Allotment No. PS-50E:



John D. Andreas, Jr.

**/s/ Signed in counterpart**

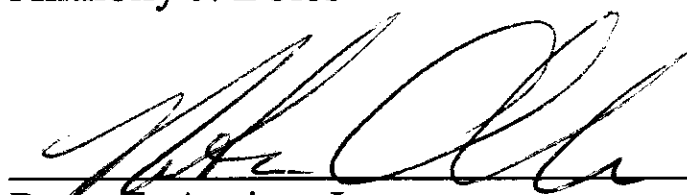
Patricia M. Andreas

**/s/ Signed in counterpart**

Peter F. Arviso, Sr. (life estate)

**/s/ Signed in counterpart**

Anthony J. Boles



Peter F. Arviso, Jr.

**/s/ Signed in counterpart**

Amber L. Arviso

**/s/ Signed in counterpart**

Alberta P. Arviso

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*

# All-purpose Acknowledgment

State of : Arizona  
 County of: Navajo } SS.

On 02/12/21 before me, Penni L. Totherow the undersigned, a notary public,  
 in and for said State, personally appeared John D Andreas, Jr

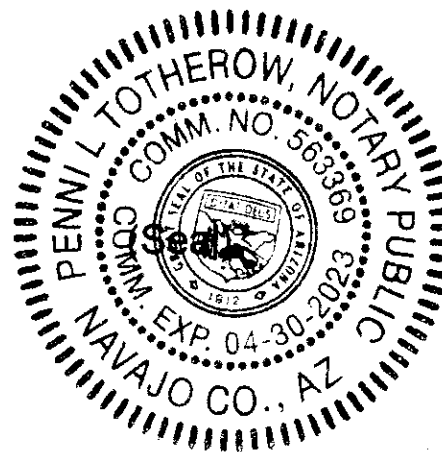
☐ personally known to me –OR– ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Penni L. Totherow  
 Signature

Penni L. Totherow  
 Name (Type or Printed)

April 30, 2023  
 My Commission Expires



-----  
 Optional

Description of Document: Successor Lease

Date of Document Friday, February 12, 2021

Number of Pages: 43

Signers other then listed above: none

584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Penni L. Totherow

COMMISSION NO: 563369

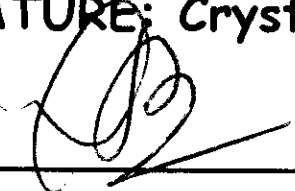
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 4/30/2023

COUNTY OF COMMISSION: State of Arizona

MANUFACTURER/VENDER NO: N/A

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

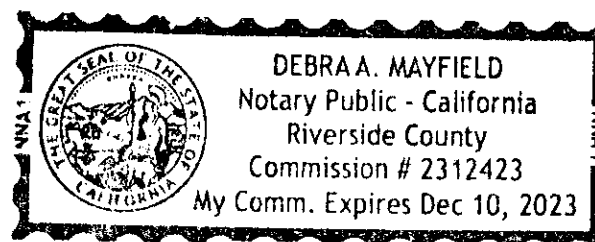
County of Riverside

On March 19, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Peter F. Arviso, Jr.** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

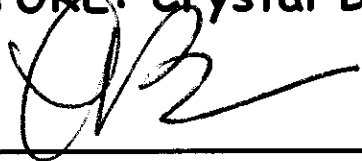
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Successor Lease PSL-121(A).

**LESSOR:**

Heirs of John Damon Andreas  
Allotment No. PS-50E:

**/s/ Signed in counterpart**

\_\_\_\_\_  
John D. Andreas, Jr.



\_\_\_\_\_  
Patricia M. Andreas

**/s/ Signed in counterpart**

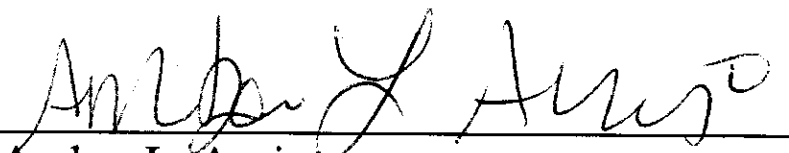
\_\_\_\_\_  
Peter F. Arviso, Sr. (life estate)



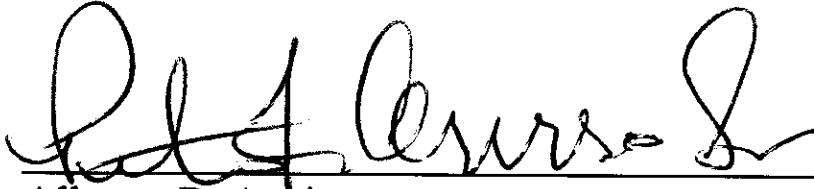
\_\_\_\_\_  
Anthony J. Boles

**/s/ Signed in counterpart**

\_\_\_\_\_  
Peter F. Arviso, Jr.



\_\_\_\_\_  
Amber L. Arviso



\_\_\_\_\_  
Alberta P. Arviso - Peter F. Arviso, Sr. (POA)  
For & on behalf of Lessor Alberta P. Arviso  
in accordance of 25 CFR 162.014(b)(5)

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

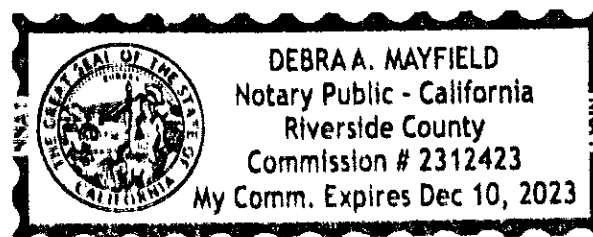
County of Riverside

On March 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Patricia M. Andreas**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423


PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

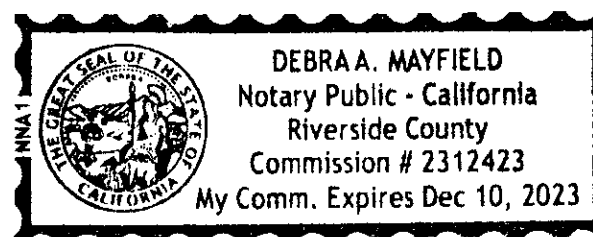
County of Riverside

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

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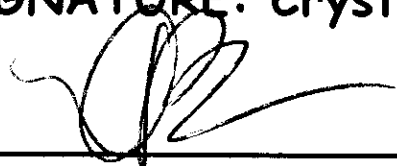
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



DATE: 5/12/2022

Stewart Title-Riverside

## ACKNOWLEDGMENT

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

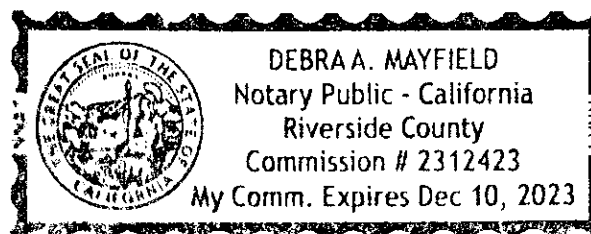
County of Riverside

On March 30, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Amber L. Arviso**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

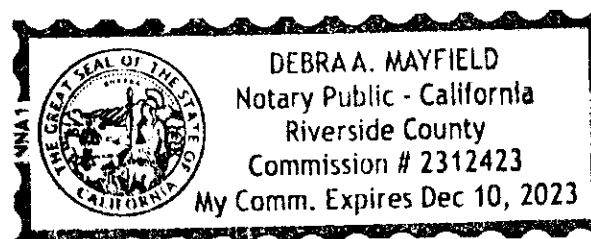
County of Riverside

On March 19, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Peter F. Arviso, Sr.** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

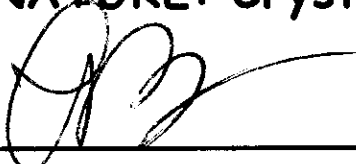
**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to this Successor Lease PSL-121(A).

**LESSOR:**

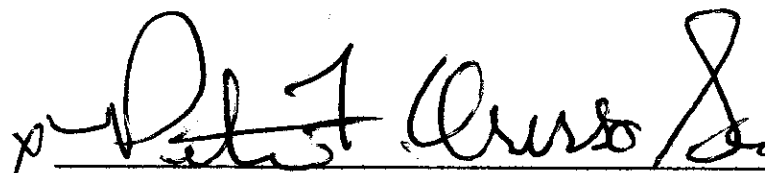
Heirs of John Damon Andreas  
Allotment No. PS-50E:

**/s/ Signed in counterpart**

\_\_\_\_\_  
John D. Andreas, Jr.

**/s/ Signed in counterpart**

\_\_\_\_\_  
Patricia M. Andreas



\_\_\_\_\_  
Peter F. Arviso, Sr. (life estate)

**/s/ Signed in counterpart**

\_\_\_\_\_  
Anthony J. Boles

**/s/ Signed in counterpart**

\_\_\_\_\_  
Peter F. Arviso, Jr.

**/s/ Signed in counterpart**

\_\_\_\_\_  
Amber L. Arviso

**/s/ Signed in counterpart**

\_\_\_\_\_  
Alberta P. Arviso

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

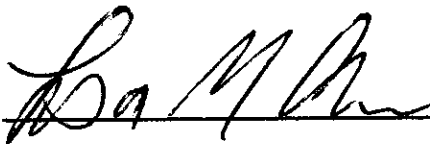
State of California  
County of Riverside)

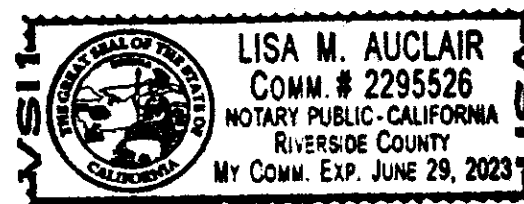
On March 12, 2021 before me, Lisa M. Auclair  
(insert name and title of the officer)

personally appeared Peter F. Arviso Sr.,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



584 1476Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY:** Lisa M. Auclair

**COMMISSION NO:** 2295526

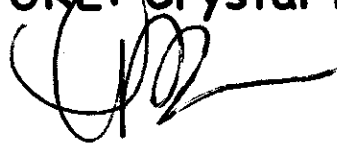
**PLACE OF EXECUTION:** Riverside, CA

**DATE COMMISSION EXPIRES:** 6/29/2023

**COUNTY OF COMMISSION:** Riverside

**MANUFACTURER/VENDER NO:** VSI1

**SIGNATURE:** Crystal Brown

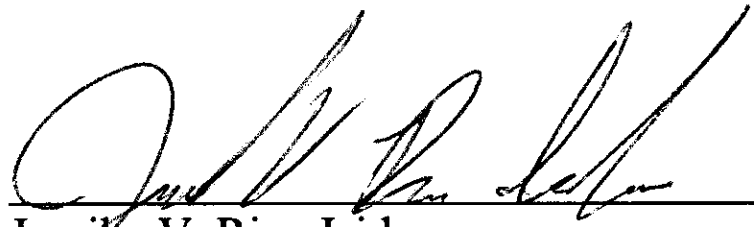



**DATE:** 5/12/2022

**Stewart Title-Riverside**

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))


Heirs of Steven Allen Rice  
Allotment No. PS-118C:

  
\_\_\_\_\_  
Jessica V. Rice-Isidoro

  
\_\_\_\_\_  
Katarina E. Rice-Bracamontes

**/s/ Signed in counterpart**

\_\_\_\_\_  
Sara A. Rice

  
\_\_\_\_\_  
Steve A. Rice

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

584 1476Y22

## ACKNOWLEDGMENT

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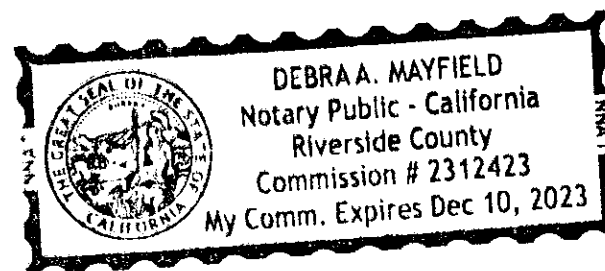
STATE OF CALIFORNIA  
County of Riverside

On March 10, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Jessika V. Rice-Isidoro** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**

**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**



**DATE: 5/12/2022**

**Stewart Title-Riverside**

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

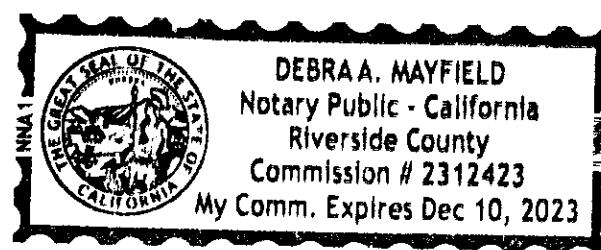
County of Riverside

On March 11, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Katarina E. Rice-Bracamontes**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423


PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

**ACKNOWLEDGMENT**

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STATE OF CALIFORNIA

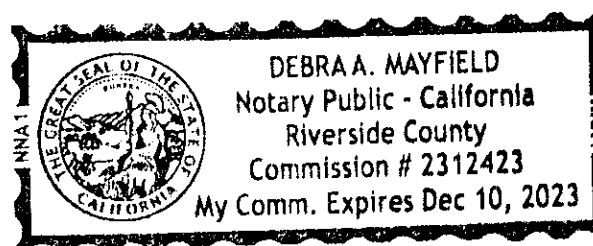
County of Riverside

On March 10, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Steve A. Rice**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22



**GOVERNMENT CODE 27361.7**

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:**

**NAME OF NOTARY: Debra A. Mayfield**

**COMMISSION NO: 2312423**


**PLACE OF EXECUTION: Riverside, CA**

**DATE COMMISSION EXPIRES: 12/10/2023**

**COUNTY OF COMMISSION: Riverside**

**MANUFACTURER/VENDER NO: NNA1**

**SIGNATURE: Crystal Brown**

  
\_\_\_\_\_**DATE: 5/12/2022**  
**Stewart Title-Riverside**

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))

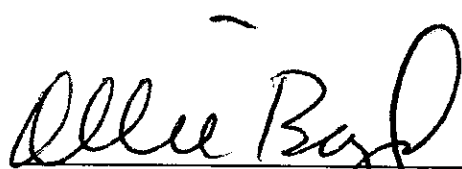
Heirs of Steven Allen Rice  
Allotment No. PS-118C:

**/s/ Signed in counterpart**

\_\_\_\_\_  
Jessika V. Rice-Isidoro

**/s/ Signed in counterpart**

\_\_\_\_\_  
Katarina E. Rice-Bracamontes



\_\_\_\_\_  
**OLLIE BEYAL, SUPERINTENDENT**  
Bureau of Indian Affairs, Palm Springs Agency  
For and on behalf of Lessor, **Sara A. Rice,**  
as Guardian in accordance with 25 C.F.R. 162.013(c)(3)

**/s/ Signed in counterpart**

\_\_\_\_\_  
Steve A. Rice

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

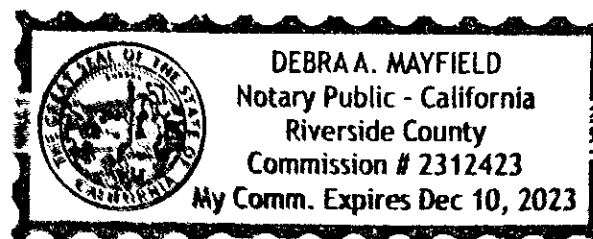
County of Riverside

On March 12, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Ollie Beyal**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

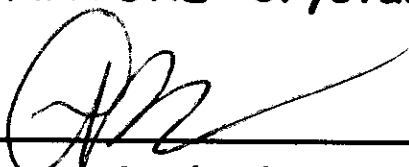
PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

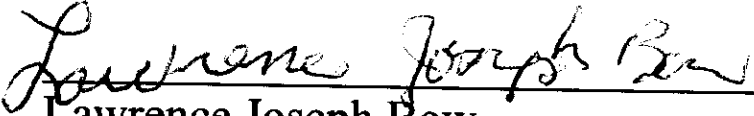
SIGNATURE: Crystal Brown



DATE: 5/12/2022

Stewart Title-Riverside

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))

  
Lawrence Joseph Bow  
Allotment No. PS-108E

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

584 1476Y22

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

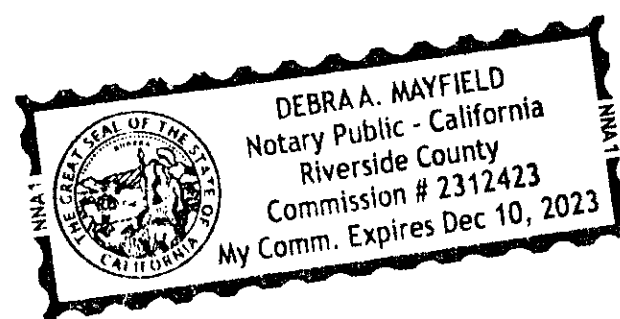
County of Riverside

On March 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Lawrence Joseph Bow**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423


PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

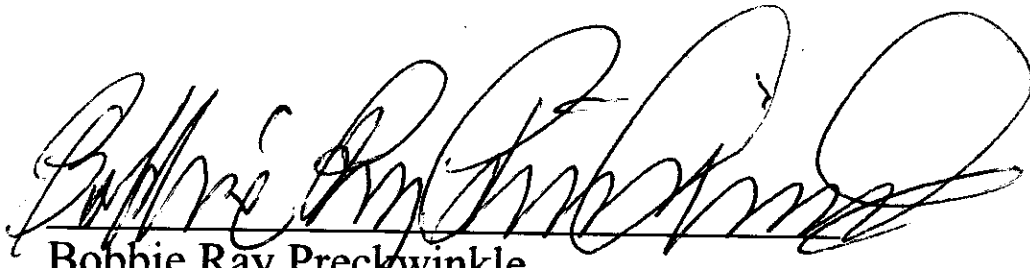
MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown

  
\_\_\_\_\_  
Stewart Title-Riverside

DATE: 5/12/2022

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))



Bobbie Ray Preckwinkle  
Allotment No. PS-116E (Trust Portion)

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

584 1476Y22



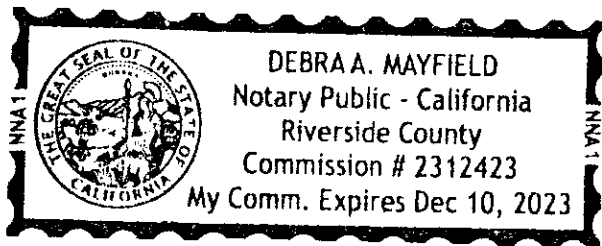
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside  
On January 15, 2021 before me, Debra G. Mayfield, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Bobbie Ray Preckwinkle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra G. Mayfield  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PSL 121  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

584 1476Y22

I CERTIFY UNDER PENALTY OF PERJURY  
THAT THE ATTACHED COPY IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
ATTACHED HERETO. PURSUANT TO  
GOVERNMENT CODE 27361.7

**CALIFORNIA ACKNOWLEDGMENT**

STEWART TITLE OF CA, INC.-RIVERSIDE

CIVIL CODE § 1189

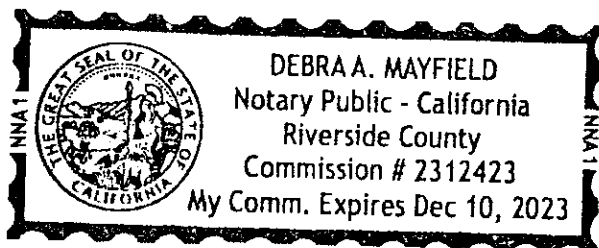
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On January 15, 2021 before me, Debra A. Mayfield, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Bobbie Ray Preckwinkle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Debra A. Mayfield  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: PSL 121

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

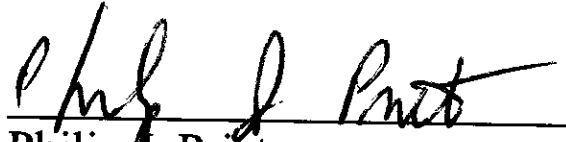
☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))

Heirs of Frank Prieto III

Allotment No. PS-117E (Trust Portion):

  
Philip J. Prieto

  
Diana M. Richards

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

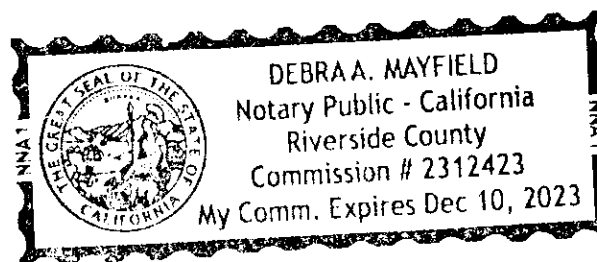
County of Riverside

On June 8, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Philip J. Prieto** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



DATE: 5/12/2022

Stewart Title-Riverside

## ACKNOWLEDGMENT

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STATE OF CALIFORNIA

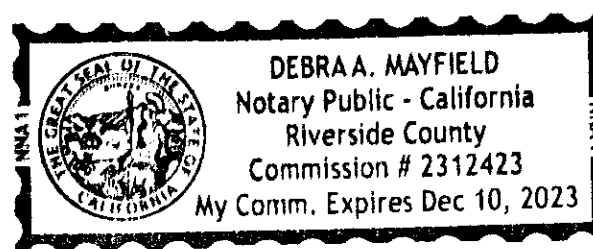
County of Riverside

On May 28, 2021, before me, Debra A. Mayfield, a Notary Public, personally appeared **Diana M. Richards**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra A. Mayfield (Seal)



584 1476Y22

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY: Debra A. Mayfield

COMMISSION NO: 2312423

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: 12/10/2023

COUNTY OF COMMISSION: Riverside

MANUFACTURER/VENDER NO: NNA1

SIGNATURE: Crystal Brown



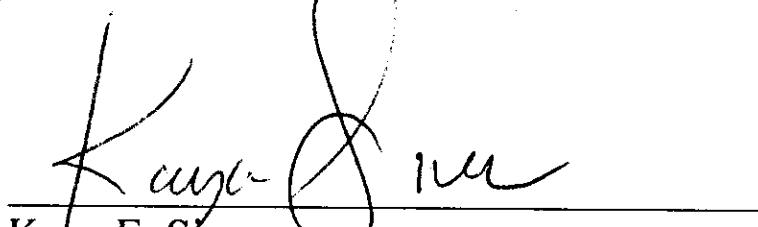
DATE: 5/12/2022

Stewart Title-Riverside

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))

Heirs of Edmund C. Siva  
Allotment No. PS-120E:

  
Clarissa G. Siva (Life Estate)

  
Kaya E. Siva

*[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

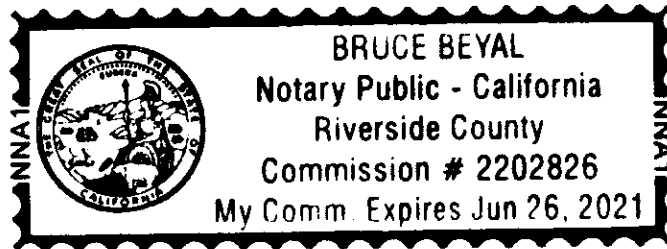
State of California

County of Riverside

On January 21, 2021 before me, Bruce Beyal, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Clarissa Gae Siva*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*Place Notary Seal and/or Stamp Above*

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Bruce Beyal*  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Successor Lease PSL-121(A)

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

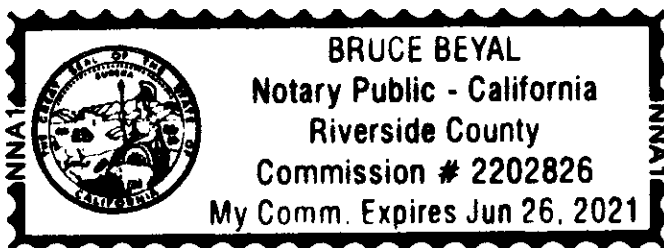
State of California

County of Riverside

On January 21, 2021 before me, Bruce Beyal, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Kaya Elise Siva*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public***OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Successor Lease PSL-121(A)

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

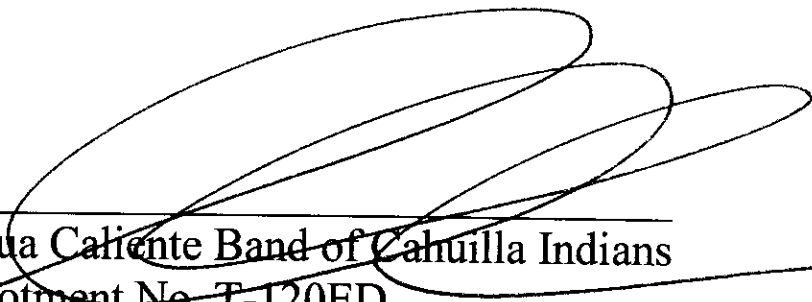
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

(Continued Lessor Signature Pages – Successor Lease PSL-121(A))



Agua Caliente Band of Cahuilla Indians  
Allotment No. T-120ED  
Jeffrey L. Grubbe, Tribal Chairman

***[All Signatures Must Be Notarized -  
Signature pages to continue on following pages]***

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

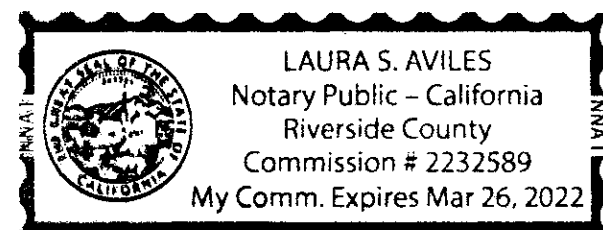
On January 5, 2021 before me, Laura S. Aviles, Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey L. Grubbe,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Laura S. Aviles* (Seal)



584 1476Y22

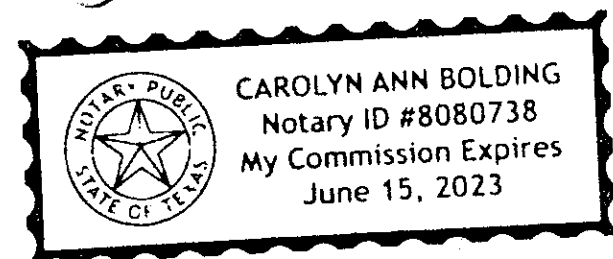
(Continued Signature Pages – Successor Lease PSL-121(A))

**LESSEE:**

CLUBCORP MISSION HILLS COUNTRY  
CLUB, INC., a Delaware corporation

By:                     A 7/2                      
Name: Andrew Lacko  
Title: Treasurer

*Carolyn Ann Bolding*



*[All Signatures Must Be Notarized]*

584 1476Y22

EXHIBIT A

Land

PROPERTY DESCRIPTION

584 1476Y22

Exhibit "A"

## Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL 1: (Allotment No. PS-50E/ JOHN DAMON ANDREAS)**

The East 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 2: (Portion of Allotment No. PS-108E / LAWRENCE JOSEPH BOW)**

The West 1/2 of the Southwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 80 acres)

**PARCEL 3: (Allotment No. PS-116E / BOBBIE RAY PRECKWINKLE)**

The Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property set forth and described as Parcels A-1 and A-2, as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;  
 Thence North 89°51'20" West, a distance of 100.00 feet;  
 Thence South 00°08'40" West, a distance of 190.00 feet;  
 Thence South 50°32'38" West, a distance of 575.78 feet;  
 Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;  
 Thence North 75°06'58" West, a distance of 59.40 feet;  
 Thence North 01°19'53" West, a distance of 10.41 feet;  
 Thence North 75°06'58" West, a distance of 436.32 feet;  
 Thence South 33°43'48" West, a distance of 130.00 feet;  
 Thence South 23°57'34" East, a distance of 218.89 feet;  
 Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;  
 Thence South 30°51'12" East, a distance of 130.68 feet;  
 Thence South 00°08'40" West, a distance of 85.00 feet;  
 Thence South 23°02'14" West, a distance of 228.55 feet;  
 Thence South 07°44'30" West, a distance of 208.99 feet;  
 Thence South 38°08'06" East, a distance of 110.00 feet;  
 Thence South 84°00'42" East, a distance of 167.17 feet;  
 Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;



Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;

Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

(PARCEL A-1 CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS)

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;

Thence along said West line South 08°21'01" East a distance of 41.93 feet;

Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;

Thence North 06°33'00" East, a distance of 56.18 feet;

Thence North 68°27'00" East, a distance of 133.64 feet;

Thence South 21°33'00" East, a distance of 50.59 feet;

Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;

The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;

Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;

Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;

Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;

Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;

The following seven courses being along the easterly and southerly line of said Tract No. 12611;

Thence South 01°22'16" East, a distance of 350.81 feet;

Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;  
 Thence North 32°18'10" West, a distance of 74.47 feet;  
 Thence North 69°58'40" West, a distance of 84.52 feet;  
 Thence South 72°06'25" West, a distance of 342.84 feet;  
 Thence North 85°54'26" West, a distance of 139.95 feet;  
 Thence North 05°20'00" East, a distance of 205.95 feet;  
 Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;  
 Thence North 00°18'46" East along said West line, a distance of 18.66 feet;  
 Thence North 51°00'00" East, a distance of 109.04 feet;  
 Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;  
 Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

(PARCEL A-2 CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS)

(Parcel 3 – Approximately 179.38 acres)

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

**PARCEL 5: (Allotment No, PS-118C / STEVEN ALLEN RICE)**

The Northwest 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 40 acres)

**PARCEL 6: (Portion of Allotment No. PS-120E / EDMUND C. SIVA and Allotment No. PS-T120ED / AGUA CALIENTE BAND OF CAHUILLA INDIANS)**

The North 1/2 of the Northeast 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian.

Excepting therefrom, all that real property described as follows:

BEING THAT PORTION OF LAND IN THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH  $89^{\circ}22'21''$  EAST, 616.47 FEET TO THE NORTHWEST CORNER OF LOT 84 OF TRACT NO.10479 AS SHOWN IN MAP BOOK 96, PAGES 31 TO 35, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE WEST LINE OF SAID TRACT NO. 10479, SOUTH  $00^{\circ}37'23''$  EAST, 134.93 FEET TO A POINT ON THE WEST LINE OF LOT "B" OF SAID TRACT NO. 10479, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 144.00 FEET; THENCE ALONG THE WEST LINE OF SAID LOT "B" FOR THE NEXT SEVEN COURSES, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}56'39''$  A DISTANCE OF 50.13 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $19^{\circ}19'16''$  WEST, 44.31 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $37^{\circ}45'02''$  A DISTANCE OF 79.07 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $18^{\circ}25'46''$  EAST, 72.75 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 284.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}48'59''$  A DISTANCE OF 137.88 FEET; THENCE TANGENT TO LASTMENTIONED CURVE SOUTH  $09^{\circ}23'13''$  WEST, 62.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ}51'47''$  A DISTANCE OF 32.76 FEET TO THE SOUTHWEST CORNER OF BEFORE-MENTIONED LOT "B" , SAID POINT BEING ON THE NORTHERLY LINE OF LOT "A" OF PARCEL MAP NO. 18102 AS SHOWN IN PARCEL MAP BOOK 98, PAGE 23, OFFICIAL RECORDS OF THECOUNTY OF RIVERSIDE, CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF SAID LOT "A" FOR THE NEXT FOUR COURSES, NORTH  $76^{\circ}45'00''$  WEST, 70.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $82^{\circ}55'16''$  A DISTANCE OF 188.14 FEET; THENCE TANGENT TO LAST-MENTIONED CURVE SOUTH  $20^{\circ}19'44''$  WEST, 19.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 750.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}54'34''$  A DISTANCE OF 38.12 FEET TO THE MOST NORTHEASTERLY CORNER OF PARCEL 2 OF BEFORE-MENTIONED PARCEL MAP. NO 18102; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 FOR THE NEXT FOUR COURSES, NON-TANGENT TO

LASTMENTIONED CURVE NORTH 73°32'05" WEST, 120.00 FEET; THENCE NORTH 40°18'35" WEST, 98.20 FEET; THENCE SOUTH 56°31'53" WEST, 92.74 FEET; THENCE SOUTH 67°43'48" WEST, 110.28 FEET TO A POINT ON THE WEST LINE OF BEFORE-MENTIONED NORTHEAST QUARTER OF SECTION 26; THENCE ALONG SAID WEST LINE, NORTH 00°18'59" EAST, 683.68 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION CONTAINS 8.87 ACRES, MORE OR LESS.

(Parcel 6 – Approximately 71.13 acres (stated another way, Parcel 6 began as 80.00 acres, but after excepting out the above-described 8.87 acres, it is left with approximately 71.13 acres))

All of the above land containing 570.51 acres, more or less.

EXHIBIT B

PSL-121(B) Land

PROPERTY DESCRIPTION

584 1476Y22

Exhibit "B"  
PSL-121(B) Land

The land referred to herein is situated in the State of California, County of Riverside, City of Rancho Mirage and described as follows:

**PARCEL A-1:**

All that portion of the East half of Section 26, Township 4 South, Range 5 East, San Bernardino Base and Meridian and also being a portion of Tract No. 19012-2 as filed in Map Book 132 at Pages 92 to 95, and Tract No. 19012-5 as filed in Map Book 151 at Pages 31 and 32, and all of the following tracts, Tract No. 19012-2 as filed in Map Book 132 at Pages 92 through 95, Tract No. 19012-3 as Filed in Map Book 145 at Pages 69 and 70, Tract No. 19012-4 as filed in Map Book 149 at Pages 3 and 4, all Records of Riverside County, California, described as follows:

Commencing at the Northeast corner of said Section 26, Thence South along the East line of said Section 26 South 00°08'41" West, a distance of 2091.60 feet to a point on the East line of said Tract No. 19012-5 and the True Point of Beginning;

Thence North 89°51'20" West, a distance of 58.43 feet to a point on the North line of said Tract No. 19012-5, the following six courses being along the northerly and westerly lines of said Tract No. 19012-5;

Thence North 89°51'20" West, a distance of 121.22 feet;

Thence North 00°08'40" East, a distance of 95.94 feet;

Thence North 89°51'20" West, a distance of 100.00 feet;

Thence South 00°08'40" West, a distance of 190.00 feet;

Thence South 50°32'38" West, a distance of 575.78 feet;

Thence South 26°32'46" East, a distance of 57.92 feet to a point on the northerly line of said Tract No. 19012-4, the following six courses being along the northerly and westerly lines of said Tract No. 19012-4;

Thence North 75°06'58" West, a distance of 59.40 feet;

Thence North 01°19'53" West, a distance of 10.41 feet;

Thence North 75°06'58" West, a distance of 436.32 feet;

Thence South 33°43'48" West, a distance of 130.00 feet;

Thence South 23°57'34" East, a distance of 218.89 feet;

Thence South 30°51'12" East a distance of 172.56 feet to a point on the westerly line of said Tract 19012-3, the following nine courses being along the westerly and southerly lines of said Tract No. 19012-3;

Thence South 30°51'12" East, a distance of 130.68 feet;

Thence South 00°08'40" West, a distance of 85.00 feet;

Thence South 23°02'14" West, a distance of 228.55 feet;

Thence South 07°44'30" West, a distance of 208.99 feet;

Thence South 38°08'06" East, a distance of 110.00 feet;

Thence South 84°00'42" East, a distance of 167.17 feet;

Thence North 89°21'34" East, a distance of 237.73 feet;  
 Thence North 60°55'48" West, a distance of 70.00 feet;  
 Thence North 29°04'12" East, a distance of 168.67 feet to the Southwest corner of Lot 'B' of said Tract No. 19012-2, the following ten courses being along the southerly line of said Tract No. 19012-2;  
 Thence North 51°51'54" East, a distance of 36.00 feet;  
 Thence South 38°08'06" East, a distance of 24.90 feet to the beginning of a tangent curve concave northeasterly and having a radius of 182.00 feet;  
 Thence southeasterly along said curve through a central angle of 22°47'42" and a length of 72.41 feet;  
 Thence South 60°55'48" East, a distance of 20.96 feet to the beginning of a tangent curve concave northwesterly and having a radius of 25.00 feet;  
 Thence northeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 36.00 feet to a point on a nontangent curve concave northeasterly and having a radius of 25.00 feet, a radial bearing passes through said point bears North 60°55'48" West;  
 Thence southeasterly along said curve through a central angle of 90°00'00" and a length of 39.27 feet;  
 Thence South 60°55'48" East, a distance of 142.97 feet;  
 Thence North 29°04'12" East, a distance of 136.10 feet;  
 Thence North 62°44'53" East, a distance of 275.12 feet to the East line of said Tract No. 19012-2 and East line of said Section 26;  
 Thence North 00°08'40" East along the East line of said Tract No. 19012-2, Tract No. 19012-5 and the East line of Section 26, a distance of 1284.62 feet to the Point of Beginning.

(CONTAINING 1,329,835 SQ.FT./ 30.53 ACRES MORE OR LESS)

**PARCEL A-2:**

All that portion of the East half of Section 26, Township 4 South , Range 5 East, San Bernardino Base and Meridian, and also being a portion of Tract No. 12611 as filed in Map Book 100 at Pages 11 through 15, Records of Riverside County, California, described as follows:

Beginning at the Northwest corner of said South half of said East half,  
 Thence North 89°31'37" East along the North line of said South half a distance of 343.85 feet to a point on the West line of said Tract No. 12611;  
 Thence along said West line South 08°21'01" East a distance of 41.93 feet;  
 Thence leaving said West line South 83°27'00" East a distance of 123.17 feet;  
 Thence North 06°33'00" East, a distance of 56.18 feet;  
 Thence North 68°27'00" East, a distance of 133.64 feet;  
 Thence South 21°33'00" East, a distance of 50.59 feet;

Thence North 89°31'37" East, a distance of 129.16 feet to a point on the East line of Lot 'A' of said Tract No. 12611, said point being on a non-tangent curve concave westerly and having a radius of 420.00 feet, a radial bearing passes through said point bears North 71°45'51" East;

The following three courses being along the East line of said Tract No. 12611, Thence southeasterly along said curve through a central angle of 24°08'31" and a length of 176.97 feet;

Thence South 05°54'23" West, a distance of 1161.67 feet to the beginning of a tangent curve concave northeasterly and having a radius of 230.00 feet;

Thence southeasterly along said curve through a central angle of 86°44'23" and a length of 348.20 feet;

Thence South 09°10'00" West, a distance of 40.00 feet to a point on the southerly line of said Lot 'A' said point being on a non-tangent curve concave northeasterly and having a radius of 270.00 feet, a radial bearing passes through said point bears North 09°10'10" East;

Thence northwesterly along said southerly line and curve through a central angle of 13°40'40" and a length of 64.46 feet to a point on the easterly line of said Tract No. 12611;

The following seven courses being along the easterly and southerly line of said Tract No. 12611;

Thence South 01°22'16" East, a distance of 350.81 feet;

Thence South 88°37'44" West, a distance of 35.51 feet;

Thence North 01°22'16" West, a distance of 65.66 feet;

Thence North 32°18'10" West, a distance of 74.47 feet;

Thence North 69°58'40" West, a distance of 84.52 feet;

Thence South 72°06'25" West, a distance of 342.84 feet;

Thence North 85°54'26" West, a distance of 139.95 feet;

Thence North 05°20'00" East, a distance of 205.95 feet;

Thence North 84°40'00" West, a distance of 189.34 feet to the West line of said East half of Section 26;

Thence North 00°18'46" East along said West line, a distance of 18.66 feet;

Thence North 51°00'00" East, a distance of 109.04 feet;

Thence North 34°58'02" West, a distance of 146.06 feet to said West line of the East half;

Thence North 00°18'46" East along said West line, a distance of 1456.18 feet to the Point of Beginning.

(CONTAINING 1,310,552 SQ.FT./ 30.09 ACRES MORE OR LESS)

**PARCEL 4: (Allotment No. PS-117E / FRANK PRIETO, III)**

The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 4 South, Range 5 East, San Bernardino Base & Meridian. (Approximately 120 acres)

(note: an undivided 37.25% interest in this land is held in fee status, and an undivided 62.75% interest in this land is held in trust status, which is the reason this land is described in both Exhibit "A" and Exhibit "B")





## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Pacific Regional Office  
2800 Cottage Way, Room W-2820  
Sacramento, CA 95825

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### **APPROVAL OF SUCCESSOR LEASE PSL-121(A) RELATED TO MASTER LEASE PSL-121**

The within Successor Business Lease PSL-121(A) between the Heirs of John Damon Andreas Sr., PS-50E, Lawrence Bow Sr., PS-108E, Bobbie Preckwinkle, PS-116E, Choc & Mil LLC, a California limited liability company, the Heirs of Steven Allen Rice, PS-118C, the Heirs of Edmund C. Siva, PS-120E, the Heirs of Frank Prieto, III, PS-117E, and the Agua Caliente Band of Cahuilla Indians (LESSORS) and ClubCorp Mission Hills Country Club, Inc. (LESSEE), is hereby approved.

AMY  
DUTSCHKE

Digitally signed by AMY  
DUTSCHKE  
Date: 2022.04.29 09:44:34  
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Regional Director  
Pursuant to the authority delegated by 209 DM  
8, 230 DM 1, and 3 IAM 4

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