

Amended and Restated Business Lease B-191-1

For Talking Stick Golf Course Landowners

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TAB 1

**LETTER FROM THE SALT RIVER
COMMUNITY GOLF ENTERPRISES**



TALKING STICK

GOLF CLUB

9998 Talking Stick Way / Scottsdale, Arizona 85256

Phone: (480) 860-2221 / Fax: (480) 850-7297

Landowner website: <http://www.srpmic-nsn.gov/LeaseB191/>

The Board of Directors of the Salt River Community Golf Enterprises (the “Enterprise”) is pleased to present to you a comprehensive Amended and Restated Lease B-191-1 (the “A&R Lease”) for your review and execution. The A&R Lease has been a long time coming and is needed to increase rents and make continued development a possibility—a true win-win for everyone.

The Enterprise knows that you would like to see your rent payments increase along with the possibility for development of a luxury resort. Your execution of the A&R Lease and its approval provides for the immediate increase in golf property rent and a Landowner Bonus, and lays a foundation and terms for resort property rent and potential future additional rent.

The Enterprise diligently has worked with experienced developers, Warnick - De Rito, LLC, over the past year on the terms and timelines in the A&R Lease to make possible a proposed resort development (the “Hotel Project”) to be located on 46 acres of undeveloped land next to the Talking Stick Golf Club.

Please visit the website <http://www.srpmic-nsn.gov/LeaseB191/> which was created to maintain and distribute information about the Hotel Project, Landowner meetings, and the A&R Lease process. You will be able to find notices, infographics, video recordings, schedules, design concepts, etc. from the past meetings as well as the general information mailed to you in this packet.

We look forward to meeting with you at the next Landowner meeting on December 4, 2018 at Talking Stick Resort. The buffet dinner begins at 5:30 p.m. and presentations begin at 6:00 p.m. If you cannot attend the meeting on December 4th we have several meetings and events planned during that week to discuss the A&R Lease.

TAB 2

AMENDED & RESTATED PROCESS OVERVIEW

5 Required Steps to Amend and Restate the Talking Stick Golf Lease

1

Presentation of Amended and Restated Lease (B-191-1) to Landowners



Landowner Meetings: December 2018 - Presentation of all terms to Landowners. The Amended and Restated Lease will be presented to the Landowners via meetings, mail-outs, and an informational video. The first meeting will be held by the Salt River Community Golf Enterprise and the Community Development Department (CDD). In addition, Landowners may contact CDD to request individual or small group meetings.

Landowner Approval Requested

2

Once Landowners have reviewed the Amended and Restated Lease, the next step is gaining approval. Landowners are able to consent by signing the Amended and Restated Lease. This step is highly dependent on Landowner engagement to ensure appropriate consent requirements are received for each of the 22 allotments. This particular step could take approximately one year to gather consents from the 500+ Landowners.



3

Council Community Hearing and Approval



After Landowner consent has been obtained, approval will be sought from the SRPMIC Council at a Community Hearing. This step will take approximately 4 weeks to allow for a public comment period.

BIA Review and Approval

4

After the Amended and Restated Lease has been formally approved by SRPMIC Council, the Amended and Restated Lease must be reviewed and approved by Bureau of Indian Affairs (BIA). This step could take up to 60 days.



5

Landowner Bonus Payment



Once the Amended and Restated Lease has been approved by the BIA, Landowners can expect to receive a one-time Landowner Bonus Payment within 30 days of BIA approval. Each Landowner will receive a fixed amount of \$3,000 plus a Pro-Rata amount based on their individual ownership within the Lease.

\$3,000

+

Pro-Rata Share by Ownership

=

A stack of gold coins with a dollar sign on top.

One-Time Bonus Payment

TAB 3

AERIAL MAPS

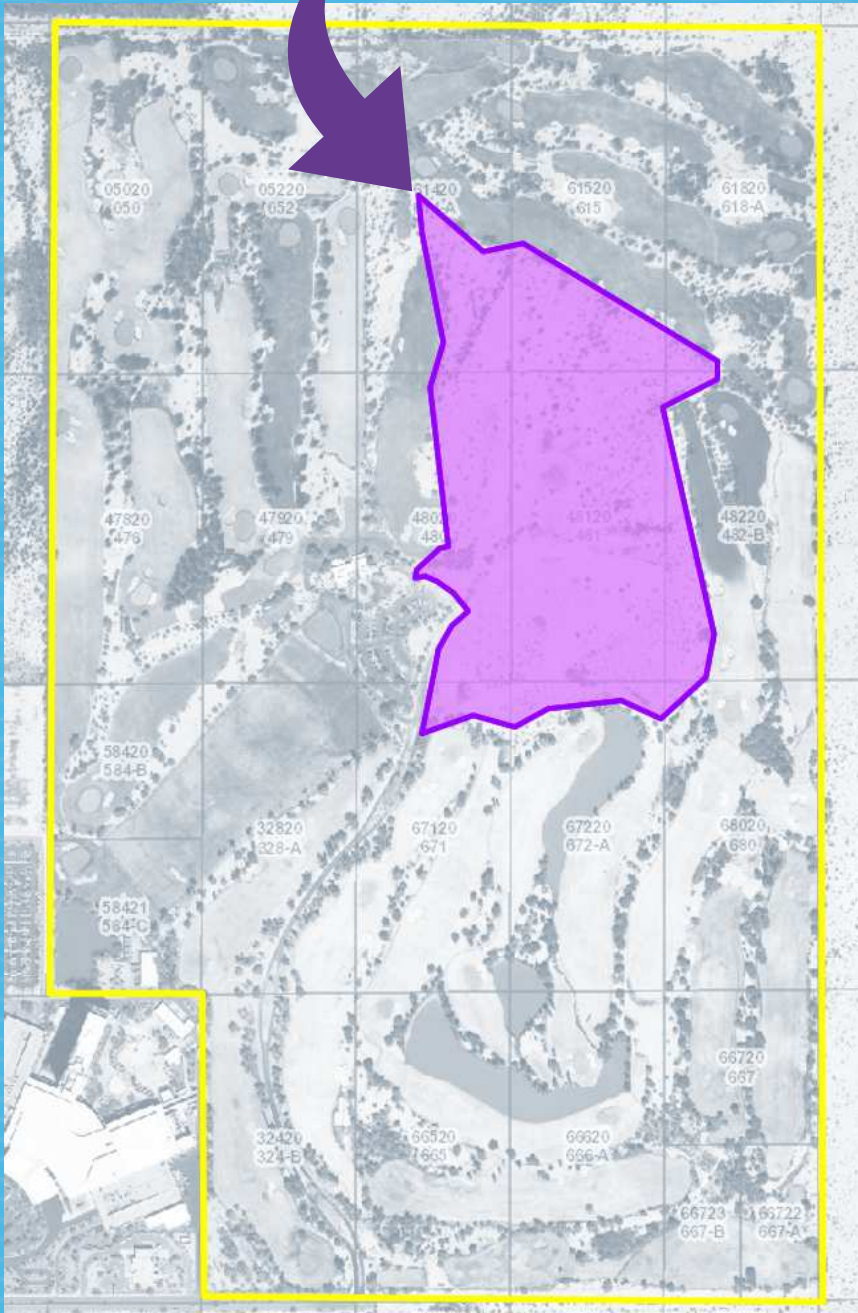
Talking Stick Golf Allotment Aerial



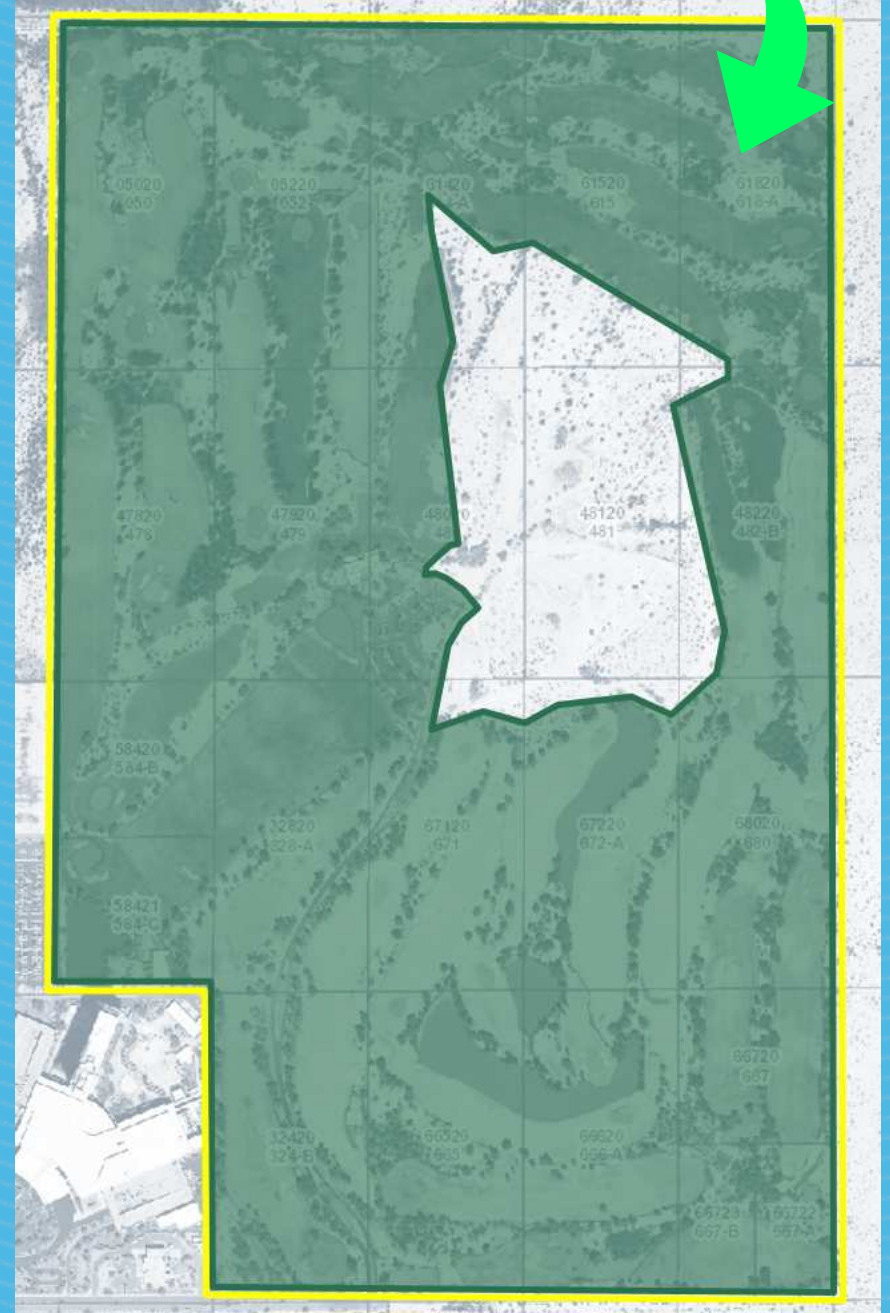
Talking Stick Golf Aerial



Resort Property or Hotel

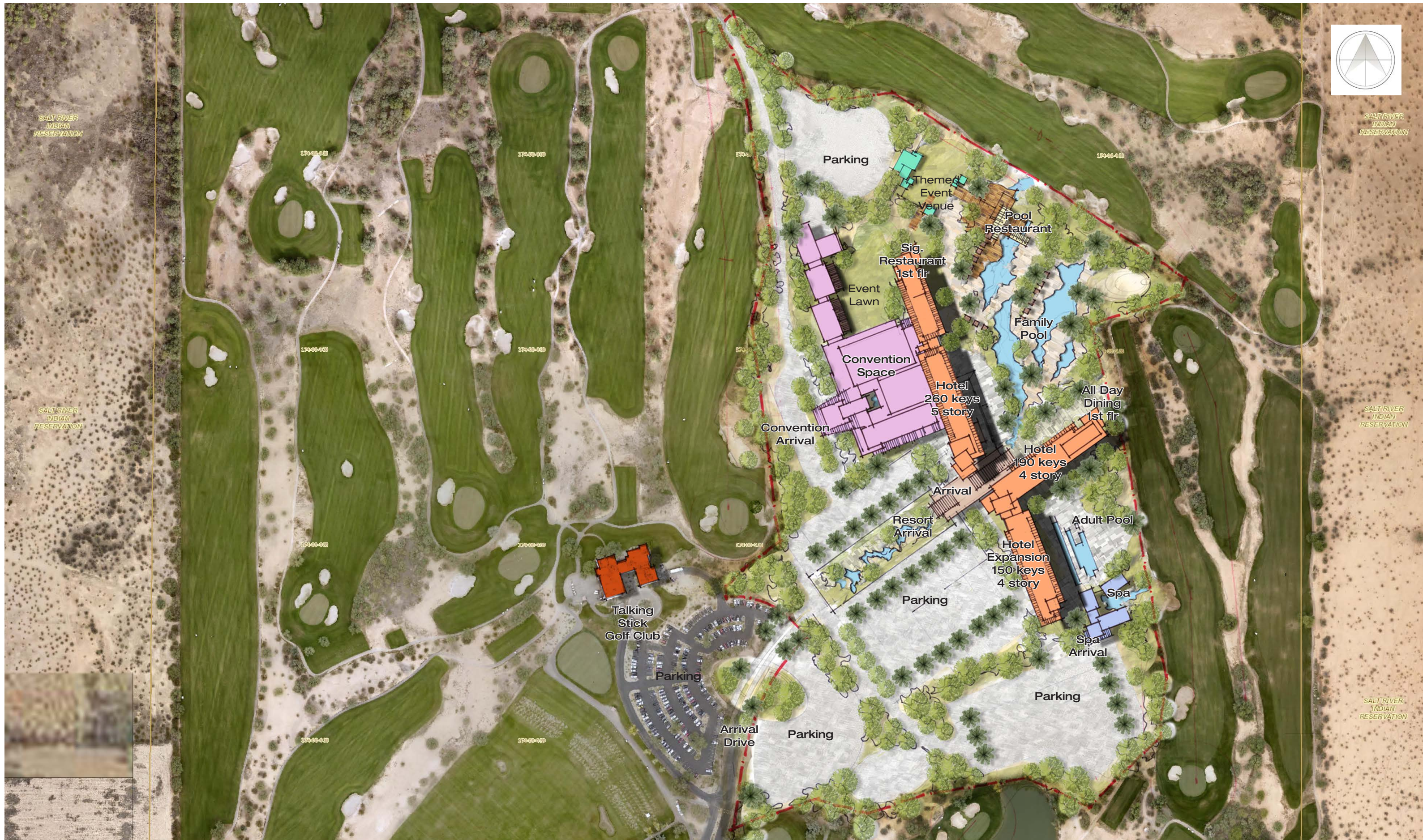


Golf Course Premises



TAB 4

HOTEL CONCEPTUAL IMAGES











TAB 5

POWERPOINT PRESENTATION

Talking Stick Golf

Proposed Amended and Restated Business Lease B-191-1 (“A&R Lease”)

Presented by SRPMIC Community Development Department/Economic Development Division



Landowner Meeting

December 2018

Agenda

1. Introduction
2. Aerial Map
3. Overview and History
4. Spokespersons Election
5. Landowner Options
6. What is required to consent to the A&R Lease?
7. Next Steps: Review Infographics and A&R Landowner Booklet

Introductions

- ▶ SRPMIC Community Development Department/Economic Development Division (CDD/EDD)
 - Quannah Dallas, Manager
 - Karshannon Gene, Economic Development Analyst
- ▶ CDD/EDD regulates leases for compliance with Community ordinances, federal statutes/regulations, and also facilitates landowner meetings.
- ▶ CDD/EDD does not offer financial management or legal advice. Landowners are encouraged to retain their own advisors.



3

Aerial Map



4

Lease B-191-1: Overview and History

- ▶ Lease Term:
 - Original: July 12, 1996–July 11, 2061
 - A&R Lease: Extends term to 99 years, lease will end on July 11, 2095. See A&R Lease and infographics for early termination options.
- ▶ Leased Premises
 - Original: 19 allotments at 391.7223 acres, Salt River Community Golf Enterprises (“SRCGE”) paid at 392.27 acres.
 - A&R Lease: 22 allotments (2 allotments were partitioned) at 388.6196 acres. New legal description provides more precision and removes acreage for the Rights-of-Way at Talking Stick Way and Via de Ventura.
- ▶ Landowners
 - Original: 256 Landowners
 - A&R Lease: 522 Landowners as of October 15, 2018
- ▶ Rent
 - Overview provided in rent infographics, see A&R Landowner booklet.
- ▶ Landowner Bonus
 - \$2.5 million total to be paid within 30 days of BIA approval of the A&R Lease. Distributed in 2 steps:
 - 1) \$3,000 to each Landowner regardless of how much you own.
 - 2) The amount left over from Step 1 is then distributed based on how much acreage you own in the A&R Lease.



5

Lease B-191-1: Spokespersons Election

- ▶ The A&R Lease increases the number of Spokespersons to 5. Additional Spokespersons are being elected to better represent the large Landowner population.
- ▶ Currently, there are 3 Spokespersons: Andrea Stepp, Arnold Makil, and Vernice “Cheri” Sampson. Andrea has decided to step down in order to give other Landowners a chance to serve.
- ▶ A Spokespersons ballot has been provided to you. Please return regardless if you consent to the A&R Lease.
- ▶ Additional details provided in infographic.



6

Options to Landowners

Landowners may request small group meetings with CDD/EDD to further discuss the A&R Lease if you would like more information before making a decision.

1. Accept the A&R Lease as is (as presented by the Salt River Community Golf Enterprises). Please return 3 notarized signature pages to CDD/EDD.
2. Negotiate the A&R Lease:
 - a. Retain a representative to negotiate on your behalf
 - b. Negotiate on your own directly with SRCGE
3. Reject the A&R Lease, no further action.



7

What is required to consent to the A&R Lease?

- ▶ For the process to move forward, the Indian Land Consolidation Act (ILCA) needs to be met. Appropriate consent by Landowners is needed for all 22 allotments. The following ILCA consents are required:

# of Landowners	Percent Consent Requirement by Interest	# of Allotments (22 total)
1-5	90%	4
6-10	80%	4
11-19	60%	3
20 or more	Over 50%	11

- ▶ Informing Life Estate holders and obtaining their consents is important, however their consents are not tallied in the approval process.



8

Next.... Review Infographics and A&R Landowner Booklet

Additional Questions? Please contact:

Quannah Dallas, CDD/EDD Manager

Email: quannah.dallas@srpmic-nsn.gov

Phone: (480) 362-7663

Karshannon Gene, CDD/EDD Economic Development Analyst

Email: karshannon.gene@srpmic-nsn.gov

Phone: (480) 362-2702



TAB 6

INFOGRAPHICS - LEASE TERMS AT A GLANCE

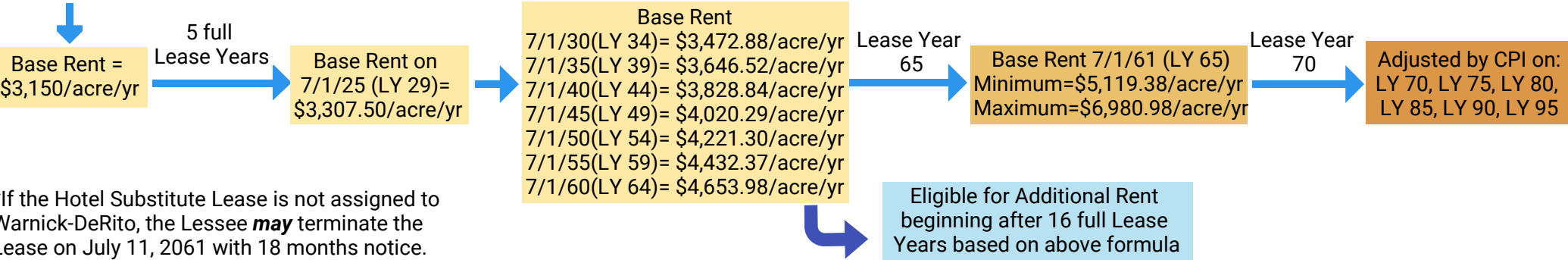
Abbreviations:
FMV=Fair Market Value
CPI=Consumer Price Index
LY=Lease Year
YR=Year

Amended and Restated Talking Stick Golf Lease: Rent Structure for Golf Course Property

	Current	Effective Date	+ 5 full Lease Years	+16 full Lease Years	Lease Year 65*	Lease Year 70+
Golf Course-Base Rent 	\$3,000/acre/yr	\$3,150/acre/yr	5% increase (plus additional 5% increase every 5 years)		Greater of: 110% of prior Base Rent or FMV appraisal capped at 150% of prior Base Rent	Adjusted by CPI not to exceed 110% of prior Base Rent (plus CPI adjustment every 5 years)
Golf Course-Additional Rent 		No Additional Rent		Eligible for Additional Rent if 10% of Golf Course Gross Sales exceeds Base Rent		
Golf Course-Redevelopment 		Any or all of the Golf Course may be redeveloped into Commercial Development at any time after Effective Date. The redeveloped portion will receive an appraisal for Base Rent and Spokespersons may negotiate or waive Additional Rent (if requested by future developer).				

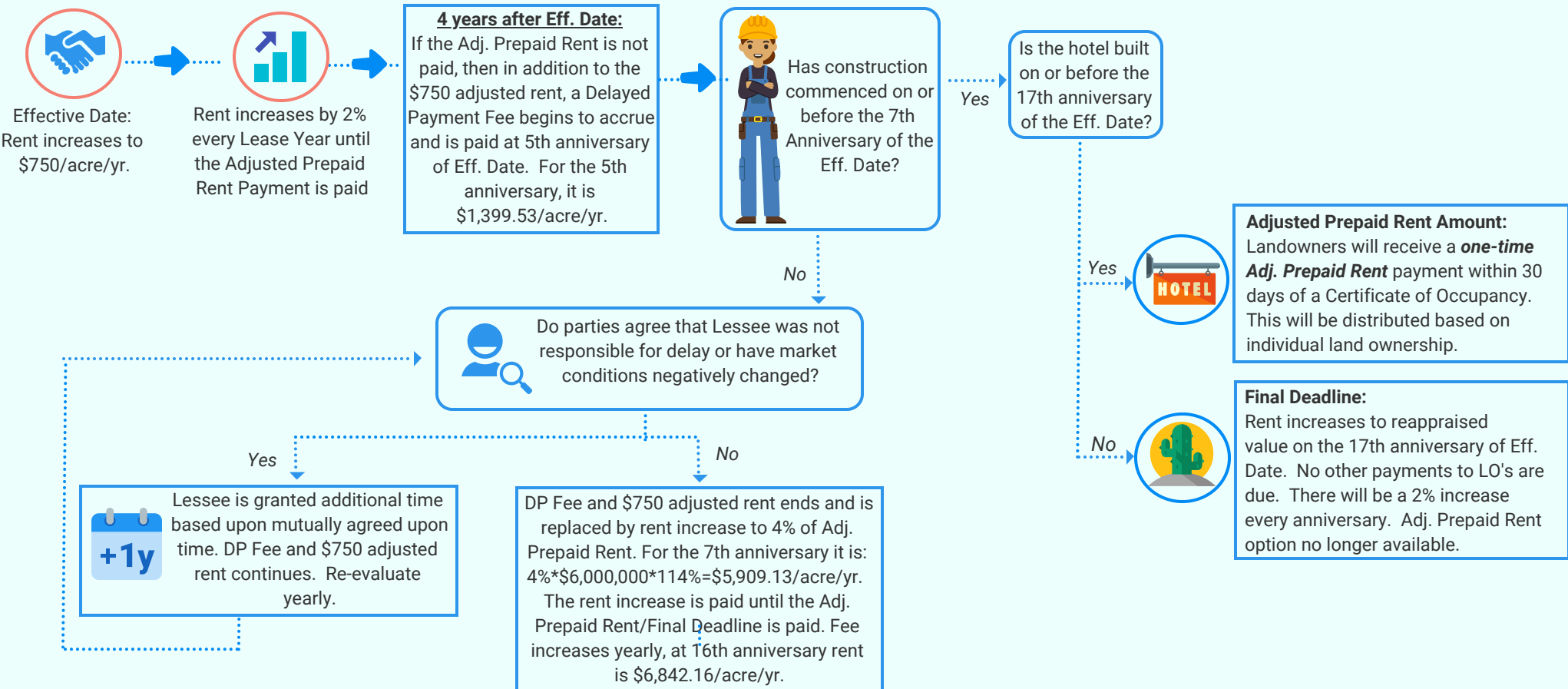
How does the above math work in real life?

Hypothetical Effective Date = 2/1/2020 (LY 23)



AMENDED AND RESTATED TALKING STICK GOLF LEASE

RENT STRUCTURE FOR WARNICK-DERITO HOTEL PROPERTY



Definitions

Effective Date (Eff. Date): Date the BIA approves the Amended and Restated Talking Stick Golf Lease.

Delayed Payment Fee (DP Fee): 1% of Adjusted Prepaid Rent Payment. Begins accruing on 4th Anniversary of Eff.Date if hotel is not completed. Paid yearly until rent trigger increase.

Adjusted Prepaid Rent Amount (Adj. Prepaid Rent): A one-time lump sum payment to Landowners when the hotel is built. At the Effective Date this amount is \$6 million and grows 2% each year non-compounded. 1st Anniversary=\$6,120,000, 7th Anniversary=\$6,840,000, etc. This one-time payment represents all payments for the life of the Hotel Substitute Lease. Future heirs of Landowners will not receive any Hotel Rent payments under the Adj. Prepaid Rent.



10th Anniversary of Eff. Date

If a hotel is not finished by 10 years after the Eff. Date then the Enterprise will evaluate Warnick-DeRito's development progress. If W-D has not made satisfactory progress, the Enterprise has the option to take back the lease from W-D. If this happens, rent will never decrease but going forward rent will follow the Construction Contingency Rent Structure (see green sheet) after the 17th anniversary of the Eff. Date.

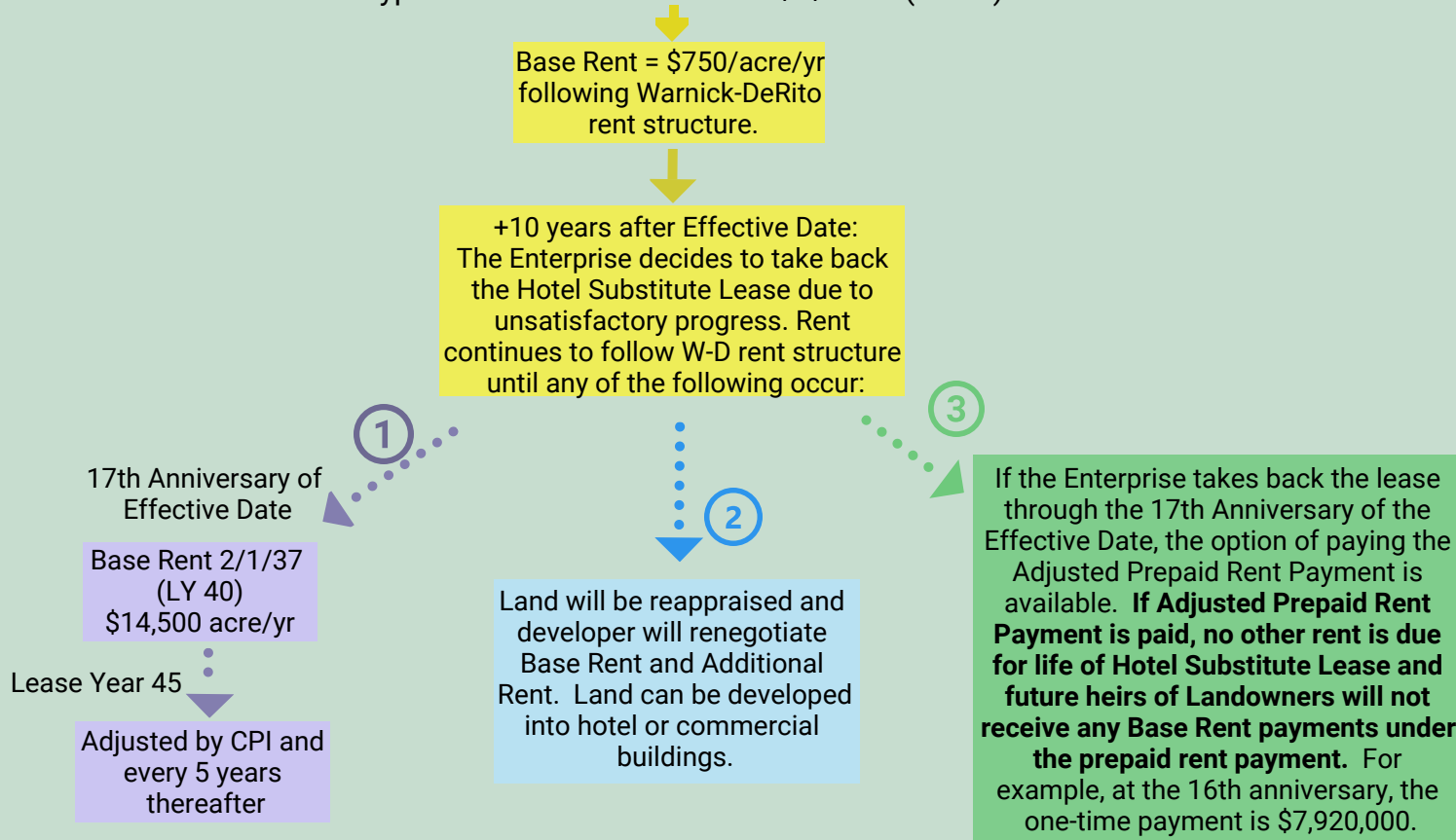
AMENDED AND RESTATED TALKING STICK GOLF LEASE

RENT STRUCTURE FOR RESORT PROPERTY (CONSTRUCTION CONTINGENCY)

	+ 10-17 Years after Effective Date	+17 Years after Effective Date	LY beginning after 21st anniversary of Effective Date
Base Rent Undeveloped*  1	Rent will continue to follow Warnick-DeRito rent structure (blue background), rent will never decrease.	\$14,500/acre/yr	Adjusted by CPI not to exceed 110% of prior Base Rent (plus CPI adjustment every 5 years)
Base Rent Developed*  2	If the Enterprise decides to take back the Hotel Substitute Lease due to unsatisfactory development progress, any or all of the Resort Property may be redeveloped into Commercial Development. The redeveloped portion will receive an appraisal for Base Rent and Spokespersons may negotiate or waive Additional Rent with future developer.		
Base Rent Pre-paid Rent*  3	Resort Property Rent may be prepaid at a one-time Adjusted Prepaid Rent Amount for the entire Resort Property Premises by the Enterprise or another hotel developer. The land may be developed or undeveloped. This amount will be distributed based on individual land ownership. This prepaid amount represents payment for the entire remaining lease term. At the Effective Date, this amount is \$6 million and grows 2% each year non-compounded until the 17th anniversary of the Effective Date when the option goes away.		

How does the above math work in real life?

Hypothetical Effective Date = 2/1/2020 (LY 23)



*If the Enterprise decides to take back the Hotel Substitute Lease due to unsatisfactory development progress, the Lessee **may** terminate the Lease on July 11, 2061 with 18 months notice.

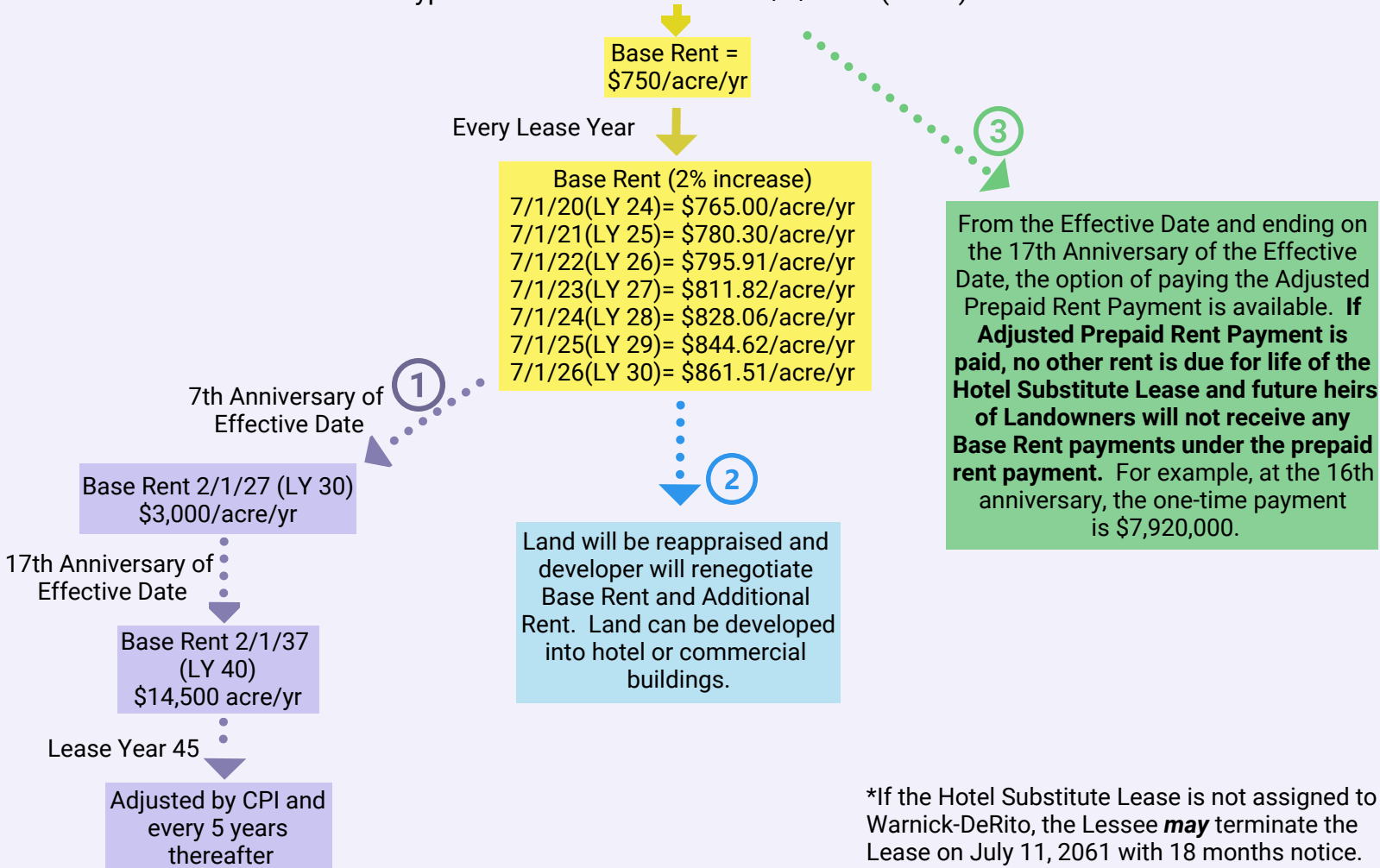
AMENDED AND RESTATED TALKING STICK GOLF LEASE

RENT STRUCTURE FOR RESORT PROPERTY (ASSIGNMENT CONTINGENCY)

	Effective Date	+ 7 Years after Effective Date	+17 Years after Effective Date	LY beginning after 21st anniversary of Effective Date
Base Rent Undeveloped* 	\$750/acre/yr (plus 2% increase every Lease Year)	\$3,000/acre/yr	\$14,500/acre/yr	Adjusted by CPI not to exceed 110% of prior Base Rent (plus CPI adjustment every 5 years)
Base Rent Developed* 	Any or all of the Resort Property may be redeveloped into Commercial Development at any time after June 30, 2021 if the Enterprise does not transfer the Hotel Substitute Lease to Warnick-DeRito. The redeveloped portion will receive an appraisal for Base Rent and Spokespersons may negotiate or waive Additional Rent with future developer.			
Base Rent Pre-paid Rent* 	Resort Property Rent may be prepaid at a one-time Adjusted Prepaid Rent Amount for the entire Resort Property Premises by the Enterprise or another hotel developer. The land may be developed or undeveloped. This amount will be distributed based on individual land ownership. This prepaid amount represents payment for the entire remaining lease term. At the Effective Date, this amount is \$6 million and grows 2% each year non-compounded.			

How does the above math work in real life?

Hypothetical Effective Date = 2/1/2020 (LY 23)



*If the Hotel Substitute Lease is not assigned to Warnick-DeRito, the Lessee **may** terminate the Lease on July 11, 2061 with 18 months notice.

TAB 7

**AMENDED AND RESTATED
BUSINESS LEASE DOCUMENT**

AMENDED AND RESTATED BUSINESS LEASE B-191-1

Between

CERTAIN ALLOTTED LANDOWNERS OF LAND

WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

(“Lessor”)

and

SALT RIVER COMMUNITY GOLF ENTERPRISES

(“Lessee”)

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AMENDED AND RESTATED BUSINESS LEASE B-191-1

THIS AMENDED AND RESTATED BUSINESS LEASE B-191-1 is made and entered into as of the Effective Date by and between CERTAIN ALLOTTED LANDOWNERS OF LAND WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY identified on Exhibit K attached hereto (each, individually, an “Allottee” or “Allotted Landowner”), hereinafter collectively called the “Lessor,” and SALT RIVER COMMUNITY GOLF ENTERPRISES, a Division of the Salt River Pima-Maricopa Indian Community, hereinafter called the “Lessee,” under the provisions of the Act of November 2, 1966 (80 Stat. 1112), as amended (25 U.S.C. 416, et seq.), as supplemented by Part 162--Leases and Permits, of the Code of Federal Regulations (“CFR”), Title 25 - Indians, and any amendments thereto relative to business leases on restricted Indian lands, all of which by reference are made a part hereof.

This Amended And Restated Business Lease B-191-1 fully amends, restates and supersedes Business Lease B-191-1 between Certain Allotted Landowners of Land Within the Salt River Pima-Maricopa Indian Community and Salt River Community Golf Enterprises, a Division of the Salt River Pima-Maricopa Indian Community, as approved by the Secretary on July 12, 1996 with an original term of 65 years.

1. Definitions. For the purpose of this Lease, the following terms shall have the meanings set forth below:

1.1 Additional Rent: All sums that are not Basic Rent - Golf Course Property, Basic Rent – Commercial Property, and Rental payable pursuant to Section 5.3, Section 7.4, Section 7.5, Section 8.2 (other than Section 8.2(e)), and Section 8.3 (other than Section 8.3(c)(iii)), that this Lease requires Lessee to pay Lessor or a third party, whether or not expressly called Additional Rent, including without limitation, Additional Rent under Section 5.1(b), and, if any, under Section 5.2(a)(ii), Section 8.2(e), and Section 8.3(c)(iii).

1.2 Additional Rent – Golf Course Property. As described in Section 5.1(b) below and Section 5.2.

1.3 Adjusted Prepaid Rent Amount. The Adjusted Prepaid Rent Amount will be calculated as follows: (a) Prepaid Rent Amount, times (b) a percentage equal to (x) 100% plus (y) 2% times the number of annual anniversaries of the Effective Date that have occurred prior to and on the date of calculation, without compounding. For example, on the day after the 7th anniversary of the Effective Date, the Adjusted Prepaid Rent Amount will equal (a) Prepaid Rent Amount, times (b) 114%.

1.4 Approved Encumbrance. As provided in Section 19.2 below.

1.5 Approved Encumbrancer. As provided in Section 19.2 below.

1.6 Approved Hotel Operator. The entity entering into a Hotel management agreement with Lessee, Developer Sublessee or Sublessee to operate and manage a Hotel on the Leased Premises, which management agreement must be for a term that is less than the remaining Lease Term. Once the entity and Hotel management agreement is approved by Lessee the entity

becomes an Approved Hotel Operator and the management agreement an Approved Hotel Management Agreement.

1.7 Approved Sublease or Sublease. A sublease of all or any part of the Leased Premises meeting the requirements of Section 15.1 below.

1.8 Basic Rent – Commercial Property. As provided in Section 5.2 below.

1.9 Basic Rent - Golf Course Property. As provided in Section 5.1 below.

1.10 Certificate of Occupancy. A certificate of occupancy, temporary certificate of occupancy or certificate of substantial completion of permanent vertical improvements issued by the Community department authorized to issue such permits to Lessee, Developer Sublessee or a Sublessee.

1.11 Commercial Buildings. All buildings and other improvements constructed on the Leased Premises for the uses allowed in the zoning classification applicable to the Leased Premises, as amended by any variances, special or conditional uses requested by Lessee through the Community's zoning, development or planning processes, excluding (a) any future Hotel and ancillary improvements on the Resort Property and (b) any buildings and other improvements now or in the future located on the Golf Course Property that are used for the primary business of golf and ancillary uses.

1.12 Community. The Salt River Pima-Maricopa Indian Community, a federally recognized Indian tribe.

1.13 Covenants, Conditions and Restrictions or CC&Rs. As described in Section 47 below.

1.14 Delayed Payment Fee. An annual delay fee (prorated as necessary to apply to only the applicable portion of any year) equal to the sum of 1% of the Adjusted Prepaid Rent Amount per year accruing beginning on the 4th anniversary of the Effective Date and terminating on the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. The Delayed Payment Fee shall be paid by Lessee to Lessor annually, if required under Section 5.3(a), commencing on the 5th anniversary of the Effective Date, and thereafter on subsequent anniversaries of the Effective Date until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. The final payment of Delayed Payment Fee for the applicable portion of the applicable year shall be paid upon the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective.

1.15 Developer Sublessee. A Sublessee of a portion of the Leased Premises that, pursuant to its Sublease, constructs (a) one or more Commercial Buildings, (b) any future Hotel and ancillary improvements on the Resort Property, or (c) any buildings and other

improvements in the future located on the Golf Course Property that are used for the primary business of golf and ancillary uses.

1.16 Effective Date. The date the Secretary, through his duly authorized representative, approves this Lease.

1.17 Fair Market Rental. As defined in 25 CFR 162.003, and determined consistent with 25 CFR 162.421, 25 CFR 162.422, 25 CFR 162.426, 25 CFR 162.428, and this definition of Fair Market Rental. Fair Market Rental shall be determined:

(a) At any time in Lessee's discretion in connection with potential redevelopment of all or any portion of the Golf Course Property for a primary business use other than golf and ancillary uses, it shall be a condition to Lessee's right to commence redevelopment that Lessee shall engage an appraiser approved by SRPMIC and Lessee to determine the Fair Market Rental Value of the relevant portion of the Premises pursuant to then-prevailing professional appraisal practices (as determined by the standards and practices of the Appraisal Institute or its successor organization, if then still in existence) and also in accordance with applicable federal regulations. If the Lessee fails to do so, then such appraisal may be commissioned by the Spokespersons at the Lessee's cost. The appraisal shall be subject to review and approval by the Secretary to confirm compliance with applicable regulations and the provisions of this Lease. The amount of the annual Basic Rent shall be Fair Market Rental Value.

(b) Pursuant to Section 5.1(a)(iv), during the one-year period preceding the 65th Lease Year, Lessee shall engage an appraiser approved by SRPMIC and Lessee to determine the Fair Market Rental Value of the relevant portion of the Premises pursuant to then-prevailing professional appraisal practices (as determined by the standards and practices of the Appraisal Institute or its successor organization, if then still in existence) and also in accordance with applicable federal regulations. If the Lessee fails to do so, then such appraisal may be commissioned by the Spokespersons at the Lessee's cost. The appraisal shall be subject to review and approval by the Secretary to confirm compliance with applicable regulations and the provisions of this Lease. The amount of the annual Basic Rent shall be Fair Market Rental Value, provided, however, that the adjusted Basic Rent shall not exceed the maximum and minimum adjustment of Section 5.1(a)(iv).

(c) As expressly provided in Section 7.5, but subject to Section 8.2 and Section 8.3, if Hotel Substitute Lease Lessee has not obtained a Certificate of Occupancy for the Hotel on or before the 17th anniversary of the Effective Date, then Hotel Substitute Lease Lessee shall engage an appraiser approved by SRPMIC and Hotel Substitute Lease Lessee to determine the Fair Market Rental Value of the Resort Property as of the 17th anniversary of the Effective Date pursuant to then-prevailing professional appraisal practices (as determined by the standards and practices of the Appraisal Institute or its successor organization, if then still in existence) and also in accordance with applicable federal regulations. If the Hotel Substitute Lease Lessee fails to do so, then such appraisal may be commissioned by the Spokespersons at the Hotel Substitute Lease Lessee's cost. The appraisal shall be subject to review and approval by the Secretary to confirm compliance with applicable regulations and the provisions of this Lease.

1.18 Fair Market Rental Value. With respect to the land being appraised, the annual rent value per acre under then prevailing market conditions, subject to the terms of this Lease, excluding all value attributable to improvements and to rental revenues being generated by buildings on the Premises, but including the value of roadways, parking areas, utility facilities and drainage facilities outside the Premises serving the land. Fair Market Rental Value shall be a single per-acre annual amount, applicable to all parcels that are subject to the appraisal, within a specific use category subject to the terms and conditions of this Lease.

1.19 Golf Course Property or Golf Course(s). That portion of the Leased Premises consisting of approximately 342.3184 acres, more or less, which has been developed by Lessee prior to the date of this Amended and Restated Lease with two 18-hole golf courses, a driving range, putting course, chipping range, golf school, clubhouse, golf pro shop, a restaurant, ancillary offices and meeting rooms, and golf course maintenance facilities, which now or in the future is operated for the primary business of golf and ancillary uses. The business of golf and ancillary uses includes, without limitation, (i) golf rounds by individual golfers, golf groups and tournament outings, (ii) golf instruction (private and group lessons from staff or independent contractors), (iii) golf merchandise sales, (iv) golf club fitting and repair, (v) breakfast, lunch and dinner at the on-site restaurant, (vi) food and beverage and golf merchandise sales from the on-course beverage cart, (vii) golf practice program (practice privileges and reduced green fees), (viii) food and beverage banquets (after-tournament receptions, business luncheons, holiday parties, etc.), and (ix) wedding ceremonies and receptions.

1.20 Governmental Authority. Any governmental or quasi-governmental entity, regardless of how constituted, having or claiming jurisdiction over the Leased Premises or any portion thereof, or over the design, planning, construction, use, operation, maintenance or occupancy of all or any portion of the Leased Premises.

1.21 Gross Rental Receipts.

(a) With respect to any Commercial Building, excluding any Hotel, Gross Rental Receipts shall consist of all income including money and any other things of value, received by or paid to Lessee, a Developer Sublessee or their respective Affiliates (“L.D.S.&A”), whether individuals, corporations, partnerships, or other legal entities, or received by or paid to others for Lessee’s, such Developer Sublessee’s or their respective Affiliates’ use and benefit, derived from the subleasing, subrenting, permitting, contracting or other use of the Commercial Buildings or any portion thereof, except that there shall be excluded from the computation of Gross Rental Receipts:

(i) all taxes paid to a L.D.S.&A by their tenants or sublessees which are then paid to the appropriate taxing authority,

(ii) payments received from tenants and sublessees for common area costs, which are used to pay or reimburse such costs, provided that costs expended and the purpose for the costs are consistent with the cost charged and the purposes for which they are expended in similar businesses in metropolitan Phoenix; further, “common area costs” for purposes of calculating Gross Rental Receipts shall specifically exclude amounts paid to landlord for reserves for future

expenses unless and until applied to such expenses and shall exclude landlord's administrative costs other than usual and customary property management fees,

(iii) payment received from Developer Sublessees and/or Sublessees by Lessor or a Developer Sublessee in reimbursement of actual costs of construction of horizontal outside improvements -- curbs, gutters, landscape and landscaping, drainage facilities, utilities and parking lots, parking lot lighting, roads striping and directional signage,

(iv) the proceeds of any financing or refinancing, and

(v) contracting fees not exceeding the expense if the work had been performed by a non-affiliated contractor.

In no event shall the revenue or income of a business leasing and occupying leased space on the Leased Premises that is derived from such occupant's own business operations be deemed to be "derived from the subleasing, subrenting, permitting, contracting or other use of the Commercial Buildings or any portion thereof," it being the intention of the parties that with respect to any use other than: a Hotel, Additional Rent shall be based solely on rental revenue received by the occupant's landlord, subject to the exclusions above.

(b) In the case of multi-tenant office buildings, there shall be excluded from Gross Rental Receipts a portion of operating costs for the building and the parcel on which it is located equal to the total operating costs multiplied by the load factor as established for that building for purposes of relating "rentable area" to "usable area", but operating costs paid by tenants of the building shall otherwise be included in Gross Rental Receipts and do not fall within the term "common area costs" as used above. Generally, the "load factor" of a multi-tenant office building is the percentage of floor area of the building (including lobbies, corridors, and common restrooms) that is not contained within space that is leased or available for lease to tenants.

(c) In order to avoid including the same revenue in Gross Rental Receipts more than once, Gross Rental Receipts consist of all such amounts paid by the tenants of a Sublessee (either directly or indirectly as provided above), but do not also include amounts paid, in turn, by the Sublessee to or for the account of Lessee.

(d) In the case of a parcel subject to a Substitute Lease that is ground subleased to the operator of one or more restaurants on the parcel, such ground Sublessee shall be deemed, for purposes of calculating Gross Rental Receipts and Additional Rent for that parcel, to pay rental at then-prevailing market rates for comparable fully-improved and equipped restaurant facilities in the Phoenix metropolitan area.

1.22 Gross Sales - Golf Course(s). The entire amount of the actual receipts of Lessee, Sublessees and/or concessionaires, from all sales or services made or performed from the Golf Course(s) developed on the Leased Premises and whether such sales shall be evidenced by check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services performed,

together with all receipts from orders taken, received or filled at the Golf Course(s) developed on the Leased Premises. Gross Sales - Golf Course shall not include and there shall be deducted therefrom the following: (i) returns or refunds, or credits received in settlement of claims for loss or damage to goods, wares or merchandise; (ii) all sales taxes, excise taxes, gross receipts taxes and similar taxes whether imposed under any existing or future Legal Requirement; (iii) any receipts from the transfer of goods, wares or merchandise from the Golf Course(s) developed on the Leased Premises to any other business enterprise operated by Lessee or its affiliates not for the purpose of consummating a sale made at the Leased Premises; (iv) any receipts from the delivery of goods, wares or merchandise from the Golf Course(s) developed on the Leased Premises to any manufacturers or suppliers thereof for any purposes except to sell; (v) all receipts from vending machines or telephones installed by Lessee on the Golf Course(s) developed on the Leased Premises, except such portion thereof as may be retained by Lessee; (vi) all sales to employees made at the normal trade discount; (vii) direct expenses of credit card sales paid by Lessee to the issuers of such credit cards; (ix) sales discounts or non-cash donations to non-profit, charitable or religious organizations; (x) the selling price of fixtures, furniture, machinery, equipment and trade fixtures which are not stock-in-trade; (xi) bad debts and chargebacks; (xii) the proceeds of any Approved Encumbrance; and (xiii) any amounts payable to Lessee in connection with an assignment of this Lease or any Substitute Lease.

1.23 Hotel. An establishment providing accommodations and other services for travelers, tourists and other guests, including, without limitation, suites, lodging (not exceeding the Community's lodging use restrictions), restaurants and eating establishments, spa, gift shops, meeting, banquet, ballrooms, recreational facilities and any other facilities constructed or to be constructed on the Resort Property for the primary business of a resort hotel and ancillary uses.

1.24 Hotel Gross Revenues. As provided in Section 32.5(b).

1.25 Hotel Rent. As provided in Section 5.3, Section 7.4, and Section 7.5 below.

1.26 Hotel Substitute Lease. The new Substitute Lease for the Resort Property substantially in the form attached to this Lease as Exhibit I. Except as provided in Sections 7.5, 8.2 and 8.3, the Hotel Substitute Lease requires that the Hotel Substitute Lease tenant ("Hotel Substitute Lease Lessee") prepay rent in one upfront payment (as well as the Delayed Payment Fee, if applicable). This onetime Adjusted Prepaid Rent Amount payment represents all rent and other charges that would have otherwise been paid by Hotel Substitute Lease Lessee to Lessor during the term of the Hotel Substitute Lease and subsequently distributed by the Community to the Lessor. Upon Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no addition payments, rents, fees, or charges will be paid by Hotel Substitute Lease Lessee under the Hotel Substitute Lease and Lessor will receive no additional distributions arising from the Hotel Substitute Lease during the remaining term of the Hotel Substitute Lease. In addition, and notwithstanding any terms to the contrary in this Lease, the Hotel Substitute Lease Lessee will not be required to obtain the required approvals or consents from the Lessor or their Spokespersons under Sections 1.6, 4, 8, 10, 15, 19, 44 and 55, any time after the date the Adjusted Prepaid Rent Amount is paid.

1.27 Landowner Bonus. Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

1.28 Lease. This Amended and Restated Business Lease B-191-1. This Lease may also be referred to as the Amended and Restated Lease where it is necessary or appropriate to distinguish it from the lease in effect immediately prior to this Amended and Restated Lease. Where it is necessary or appropriate for explanatory purposes, this document may refer to the lease in effect immediately prior to this Amended and Restated Lease as the “original Lease.”

1.29 Lease Term. As provided in Section 3 below.

1.30 Lease Year. Each period of 12 consecutive months, commencing on each July 1 and ending on the next succeeding June 30, except that the first Lease Year was from July 12, 1996 until June 30, 1998. For clarity, see Exhibit H.

1.31 Leased Premises or Premises. That certain property located in Maricopa County, Arizona, and legally described on Exhibit B attached hereto, together with a right of ingress and egress thereto and all easements, rights-of-way, privileges, licenses, appurtenances, water and well rights and other rights and benefits belonging to, running with or in any way related to such real property and all of the improvements now or hereafter located thereon. Total acreage of the Leased Premises (Golf Course Property 342.3184 acres, more or less, plus Resort Property 46.3012 acres, more or less) is 388.6196 acres, more or less.

1.32 Legal Requirements. All statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of federal and Community governmental entities and other governmental entities having jurisdiction affecting either the Leased Premises or the construction, use, occupancy, repair, renovation, replacement or alteration thereto, whether now or hereafter enacted and enforced, including any of the same which may (i) require repairs, modifications or alterations in or to any portion of the Leased Premises, or (ii) in any way limit, restrict or impose conditions upon the use and authorizations and regulations relating to the Leased Premises, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Lessee (other than encumbrances created by Lessor without the consent of Lessee), at any time in force or effect pertaining to the Leased Premises or any portion thereof or interest therein.

1.33 Lessee. Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community.

1.34 Lessor. Those certain Allotted Landowners of land within the Salt River Pima-Maricopa Indian Community identified on Exhibit K attached hereto.

1.35 Material Lease Amendment: Any amendment to this Lease that (a) reduces payments (including Rent) to Allotted Landowners, (b) modifies the Lease Term, (c) increases or decreases the area of the Leased Premises, (d) changes the dispute resolution procedures under this Lease, or (e) would violate 25 C.F.R. 162.446(d), if not executed by the Allotted Landowners; provided, however, any amendments or modifications to Exhibits A, E, F, and K or determination of Fair Market Rental shall not be considered to be a Material Lease Amendment.

1.36 Net Cash Flow - Golf Course Property. The balance of the Gross Sales - Golf Course(s) amount after the deduction therefrom of (i) all amounts attributable to cost of sales for merchandise and food and beverages; (ii) all operating expenses of the Golf Course Property including, but not limited to: payroll and benefits, utilities, equipment lease and rental, repairs and maintenance, general and administrative and management fees and costs; and (iii) all amounts paid as interest expense and principal repayment for loans made for the development and construction of Golf Course Property and for the reconstruction and improvement of the Golf Course Property as well as advances made to fund operations and loans made for the purchase or financing of items of personal property used in the operation of the Golf Course Property.

1.37 Person. An individual, corporation, partnership, joint venture, association, firm, joint stock company, trust, unincorporated association or other legal entity.

1.38 Preapproved Transferee: Any one or more of the following three entities: Warnick-DeRito, LLC, an Arizona limited liability company; DP 167, LLC, an Arizona limited liability company; and/or DP 168, LLC, an Arizona limited liability company.

1.39 Prepaid Rent Amount. \$6,000,000.

1.40 Price Index: The consumer price index compiled and published by the United States Department of Labor, Bureau of Labor Statistics, designated Consumer Price Index - U.S. City Average All Urban Consumers (CPI-U) 1982 to 1984 = 100, all items, or, if said consumer price index ceases to be published and there is no successor index, a reasonably equivalent index published by an authoritative third party that the Community reasonably designates. The Price Index for any date means the Price Index last published before the calendar month that includes such date.

1.41 Prime Rate. The rate of interest regularly published in the Wall Street Journal under "Money Rates" as the "Prime Rate" and defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, or if such rate is no longer published, then a reasonably equivalent rate published by an authoritative third party.

1.42 Removable Personal Property. All personal property, of every kind and nature, belonging to Lessee or any Sublessee, excluding, however, property which normally would be attached or affixed to the buildings, improvements or the Leased Premises in such a manner that such property 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 the Leased Premises.

1.43 Rent or Rental. Rent or Rental includes (a) for the Golf Course Property, Rent consists of Basic Rent – Golf Course Property and Additional Rent – Golf Course Property; (b) for Commercial Buildings, Rent will be as determined pursuant to Sections 1.18 and 5.2; (c) for Resort Property, Rent is Hotel Rent or, under the circumstances provided in Section 8.2 and Section 8.3, Basic Resort Property Rent and Additional Rent for the Resort Property (if any) and as otherwise provided in Section 8.2 and Section 8.3.

1.44 Rental Bond. As provided in Section 12 below.

1.45 Required Consent. Any governmental approval or other consent, license, grant, authorization or agreement from any Governmental Authority or any public or private provider of public utility services, the procurement or maintenance of which may reasonably be necessary, desirable or appropriate as a condition or prerequisite to the proper development, improvement, use, occupancy or operation of all or any portion of the Leased Premises in accordance with the provisions of this Lease.

1.46 Resort Property. The undeveloped portion of the Leased Premises totaling 46.3012 acres, more or less, as described and depicted on Exhibit C, exclusive of Golf Course Property used for Resort Property Access and Infrastructure Rights. Without limiting the foregoing, the Resort Property includes a nonexclusive interest, throughout the Lease Term of the Hotel Substitute Lease, in portions of the Golf Course Property (including existing and future roadways, and other areas of the Golf Course Property specifically agreed to in writing by Lessee) for access, ingress, egress and utilities (“Resort Property Access and Infrastructure Rights”). The Resort Property Access and Infrastructure Rights shall be specifically documented prior to commencement of construction on the Resort Property in a recordable writing reasonably satisfactory to the Hotel Substitute Lease Lessee and Lessee, executed by Hotel Substitute Lease Lessee, Lessee, and the Spokespersons on behalf of Lessor, and consented to by SRPMIC and the Secretary, which consent shall not be unreasonably withheld, conditioned or delayed.

1.47 Secretary. The Secretary of the Interior, United States Department of the Interior or his or her authorized representative.

1.48 Spokespersons. That board of persons duly elected by the Allotted Landowners with the authority to act on behalf of the Allotted Landowners in accordance with Section 46.

1.49 Sublessee. A lessee of all or any portion of the Leased Premises pursuant to an Approved Sublease or Substitute Lease.

1.50 Substitute Lease. As described in Section 8 below.

1.51 Superintendent. The Superintendent, Field Administrator, Coordinator or other officer in charge of the Salt River Agency, Bureau of Indian Affairs.

2. Demise of Leased Premises. For and in consideration of the Rent and agreements hereinafter set forth, the Lessor hereby leases the Leased Premises to the Lessee, and the Lessee hereby leases and accepts the Leased Premises from Lessor.

3. Lease Term. The term of this Lease shall be 99 years beginning on July 12, 1996 (the date the original Lease was first approved by the Secretary) and expiring July 11, 2095 (the “Lease Term”).

4. Permitted Uses of Leased Premises.

4.1 The purpose of this Amended and Restated Lease is to bring about the commercial development of the Leased Premises. The future development and use of the Leased

Premises will be consistent with the plan of development provided for in this Lease, the permitted uses described herein, and with the zoning ordinances of the Community.

4.2 The development and use of the Leased Premises will be in compliance with the zoning ordinances and other Legal Requirements of the Community. The permitted uses are as allowed by the zoning code for the zone applicable to the Leased Premises, as amended by any variances, special or conditional uses, or other similar conditions placed on the development by the Community through the Community's zoning, development or planning processes. In addition, the Lessee or each Sublessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 25 CFR 162.014 in compliance with 25 CFR 162.413(c)(3).

4.3 The Lessee shall develop all of the structures on the Leased Premises except that Lessee may, with the approvals required pursuant to Section 15 and all other applicable provisions of this Lease, sublease any portions of the Leased Premises to a Developer Sublessee for the development of any of the permitted uses. Any Sublessee under this Lease will be subject to the use requirements of this Lease and the zoning and other development and planning ordinances of the Community. If the Lessee or any Sublessee uses the Leased Premises for any use inconsistent with the provisions of this Section 4 without the prior written permission of the Spokespersons and the Community, such misuse shall constitute a default and a breach of this Lease.

4.4 Lessee agrees not to use or cause to be used any part of the Leased Premises for any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises (25 CFR 162.413(c)(2)).

5. Rent. Unless otherwise expressly provided herein or unless otherwise specified by the Community in writing, all monies payable under this Lease as Rent or otherwise shall be paid without notice, demand, offset, defense, claim, counterclaim, reduction, or deduction of any kind whatsoever, in lawful money of the United States of America and shall be payable to **Finance Department, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**, which shall receive all payments for and on behalf of Lessor, each of whom hereby acknowledges that such payment shall constitute payment in fact and each of whom hereby irrevocably, for the Lease Term, designates the Community as its agent and attorney-in-fact for the receipt of such payments. The Community shall be responsible for the distribution of such payments to the Allotted Landowners constituting the Lessor in such a manner that each of such Allotted Landowners shall receive of the total payment a share equal to each such Allotted Landowner's interest share in the Leased Premises. Lessor agrees that no Event of Default shall occur and no enforcement action against Lessee shall be made by or on behalf of Lessor in the event the Community fails to pay any sum due to Lessor herein, where such sums have been tendered by Lessee to the Community in accordance with the provisions of this Section 5. Lessor agrees that no enforcement action or default against Lessee shall be made by or on behalf of Lessor in the event the Community fails to pay any sum due to Lessor herein, where such sums have been tendered by Lessee to the Community in accordance with the provisions of this Section 5. All Rent of every category and description shall be payable to the Lessor in accordance with the respective ownership interests of each of the Allotted Landowners comprising the Lessor and

without regard to the ownership of the portions of the Leased Premises upon which the Golf Course, Commercial Buildings or Hotel may be situate.

5.1 Golf Course Property.

(a) Basic Rent - Golf Course Property. The Rent as set forth in Subparagraphs (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) below shall be deemed “Basic Rent - Golf Course Property”.

(i) Commencement of Lease Term until an Occupancy Permit is Issued for the Golf Course Property by the Community’s Community Development Department. The Basic Rent - Golf Course Property for the period beginning on the commencement of the Lease Term and continuing until an occupancy certificate is issued for the Golf Course Property by the Community’s Community Development Department shall be payable annually, in advance, at the rate of \$500.00 per acre per year.

(ii) Upon the Issuance of an Occupancy Permit. The Basic Rent - Golf Course Property for the period beginning on the first day after an occupancy permit has been issued for the Golf Course Property and ending on the last day of the next full lease year shall be at the rate of \$1,000.00 per acre per year; and for the next full year at the rate of \$2,000.00 per acre per year; and for the remaining years of this Lease at the rate of \$3,000.00 per acre per year, as adjusted in Sections 5.1(a)(iv) and 5.1(a)(v). Basic Rent - Golf Course Property shall be payable monthly in advance. Lessor and Lessee acknowledge and agree that the first Occupancy Permit for the Golf Course Property was issued on December 4, 1997, and that the Basic Rent – Golf Course Property payable as of the date immediately prior to the Effective Date of this Amended and Restated Lease is \$3,000.00 per acre per year for 346.27 acres, more or less.

(iii) Upon the Effective Date. The Basic Rent - Golf Course Property for the period beginning on the Effective Date and ending on the last day of the fifth full Lease Year after the Effective Date (*i.e.*, five full Lease Years plus any partial Lease Year following the Effective Date) shall be at the rate of \$3,150.00 per acre per year payable monthly in advance, and shall increase by five percent (5%) every five (5) Lease Years thereafter until the Basic Rent - Golf Course Property adjustment provided for in Section 5.1(a)(iv) occurs, subject in all events to any Rent adjustment made upon redevelopment under Section 5.2.

(iv) Basic Rent - Golf Course Property at Lease Year 65. The Basic Rent - Golf Course Property for Lease Year beginning in Lease Year 65, payable monthly in advance, shall be the greater of (a) 110% of the Basic Rent - Golf Course Property for the previous Lease Year or (b) an annual per acre Basic Rent amount based on the Fair Market Rental for Lease Year beginning in Lease Year 65, but in no event shall such increase based on the Fair Market Rental be greater than 150% of the Basic Rent - Golf Course Property for previous Lease

Year. The new Basic Rent - Golf Course Property shall thereafter be adjusted every fifth Lease Year, in accordance with Section 5.1(a)(v) below.

(v) Basic Rent - Golf Course Property Adjustments after Lease Year 65. Basic Rent- Golf Course Property for the then commencing Lease Year shall be reviewed and adjusted at the beginning of Lease Year 70, and Basic Rent – Golf Course Property shall be reviewed and adjusted at the beginning of each succeeding 5th Lease Year period thereafter (each such date, a “Review Date”) during the Lease Term based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first Review Date, the Price Index for July of Lease Year 65; and (b) for subsequent Review Dates, the Price Index for the preceding Review Date. On each Review Date, the then current Basic Rent – Golf Course Property, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

Lease Year	Calculation
70	$\left(\frac{\text{Price Index for LY 70}}{\text{Price Index for LY 65}} \right) \times \text{current Basic Rent – Golf Course Property}$
75	$\left(\frac{\text{Price Index for LY 75}}{\text{Price Index for LY 70}} \right) \times \text{current Basic Rent – Golf Course Property}$
80	$\left(\frac{\text{Price Index for LY 80}}{\text{Price Index for LY 75}} \right) \times \text{current Basic Rent – Golf Course Property}$
85	$\left(\frac{\text{Price Index for LY 85}}{\text{Price Index for LY 80}} \right) \times \text{current Basic Rent – Golf Course Property}$
90	$\left(\frac{\text{Price Index for LY 90}}{\text{Price Index for LY 85}} \right) \times \text{current Basic Rent – Golf Course Property}$
95	$\left(\frac{\text{Price Index for LY 95}}{\text{Price Index for LY 90}} \right) \times \text{current Basic Rent – Golf Course Property}$

Should the Price Index be modified so that the Base Index and Price Index for the then current Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Basic Rent – Golf Course Property for any 5 year review period be less than the Basic Rent – Golf Course Property for the preceding five year review period. In the event the Price Index for a Review Date reflects a negative percentage change when compared to the applicable Base Index, Basic Rent - Golf Course Property for the then commencing five year period shall equal the Basic Rent - Golf Course Property for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 5.1(a)(v) exceed 10% for any five year period.

(b) Additional Rent - Golf Course Property.

(i) Commencing with the Lease Year in which the Certificate of Occupancy for the Golf Course Property is issued as provided in Section 5.1(a)(ii) hereof, the Additional Rent - Golf Course Property will be for the first fifteen years of this Lease the amount by which an amount equal to 60% of Net Cash Flow - Golf Course Property exceeds the amount of the Basic Rent - Golf Course Property and for the sixteenth year of this Lease through the Effective Date the amount calculated according to this sentence using an amount equal to 70%.

(ii) There shall be no Additional Rent – Golf Course Property for the period beginning on the Effective Date and ending on the last day of the fifteenth (15th) full Lease Year following the Effective Date.

(iii) Subject to Section 5.2, Additional Rent – Golf Course Property for the period beginning with the (16th) full Lease Year following the Effective Date through the last year of this Lease shall be the amount by which ten percent (10%) of Gross Sales – Golf Course(s) in any Lease Year exceeds Basic Rent - Golf Course Property for that Lease Year.

(iv) Additional Rent – Golf Course Property, if any, payable in any Lease Year shall be payable concurrent with Lessee's delivery of statement of Gross Sales - Golf Course and Net Cash Flow – Golf Course Property (if and to the extent required by Section 43.1) for the immediately preceding Lease Year.

(v) Lessor and Lessee acknowledge and agree that as of the Effective Date, no Additional Rent - Golf Course Property has been previously due under the Lease.

5.2 Commercial Buildings on Golf Course Property.

(a) Basic Rent – Commercial Property. All or any portion of the Golf Course Property may be redeveloped for a primary business use other than golf and ancillary uses. Fair Market Rental Value of any such portion of the Leased Premises that Lessee desires to develop or redevelop with Commercial Buildings shall be determined in accordance with the definition of Fair Market Rental, provided:

(i) In no event shall Rent for any such portion of the Golf Course Property that is redeveloped with Commercial Buildings ever be less than Basic Rent – Golf Course Property;

(ii) Since redevelopment of the Golf Course Property with Commercial Buildings is uncertain as of the Effective Date, the Basic Rent and Additional Rent for the redeveloped Commercial Buildings acreage on the Golf Course Property will be established at the time of redevelopment, without the need for an amendment. At that time, Lessee may propose that Additional Rent be waived. Otherwise, Lessee will provide Lessor with a redevelopment proposal for each Golf Course Property redevelopment project, including projected investments, revenues, operating costs, etc., together with a proposal for Additional Rent based on a percentage of Gross Rental Receipts, as defined in this Lease. The Additional

Rent provisions for the Golf Course Property that is redeveloped with Commercial Buildings will be structured in a manner similar to the Additional Rent provisions for the Golf Course Property, found in Section 5.1, and made consistent with the Basic Rent for the redeveloped property established pursuant to this Section 5.2. Lessor, through its Spokespersons, and the Secretary may accept the Lessee’s proposal as to any waiver of Additional Rent, or the structure of any proposed Additional Rent. If Lessee’s proposal is not accepted, Lessor or the Secretary may submit a counter-proposal and request a 60-day negotiation period, and if an agreement is not reached within that negotiation period, the matter of an appropriate rent shall be decided by arbitration pursuant to Section 38;

(iii) The Fair Market Rental Value for any such portion of the Golf Course Property that is redeveloped with Commercial Buildings (“Basic Rent – Commercial Property”) shall become effective upon issuance of a Certificate of Occupancy for the developed or redeveloped premises (“CPR Effective Date”), and pending issuance of a Certificate of Occupancy for the developed or redeveloped premises rent shall continue to be payable and paid at the rate in place immediately prior to development or redevelopment; and

(iv) Basic Rent – Commercial Property shall be reviewed and adjusted at the beginning of the Lease Year following the 11th anniversary of the CPR Effective Date (“CPR Year 11”) based on positive changes in the Price Index. After the initial adjustment in CPR Year 11, Basic Rent – Commercial Property shall be reviewed and adjusted at the beginning of each succeeding 5th Lease Year period thereafter (each such review and adjustment date, including in CPR Year 11, a “CPR Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first CPR Review Date in CPR Year 11, the Price Index for July of the Lease Year following the CPR Effective Date (“First CPR Base Index”); and (b) for subsequent CPR Review Dates, the Price Index for July of the prior CPR Review Date. For example, if the CPR Effective Date is January 31, 2035, then the initial price index is July 2046 as the numerator and July 2035 as the denominator. At the subsequent review periods, the price index is July 2051 as the numerator and July 2046 as the denominator, and so forth. On each CPR Review Date, the then current Basic Rent – Commercial Property, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

CPR Year	Calculation
11	$\left(\frac{\text{Price Index first CPR Review Date (CPR Year 11)}}{\text{First CPR Base Index}} \right) \times \text{current Basic Rent – Commercial Property}$

16	$\left(\frac{\text{Price Index CPR Year 16 Review Date}}{\text{Price Index first CPR Review Date}} \right) \times \text{current Basic Rent} - \text{Commercial Property}$
21	$\left(\frac{\text{Price Index CPR Year 21 Review Date}}{\text{Price Index CPR Year 16 Review Date}} \right) \times \text{current Basic Rent} - \text{Commercial Property}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current CPR Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Basic Rent – Commercial Property for any 5 year review period be less than the Basic Rent – Commercial Property for the preceding five year review period. In the event the Price Index for a CPR Review Date reflects a negative percentage change when compared to the applicable Base Index, Basic Rent - Commercial Property for the then commencing five year period shall equal the Basic Rent - Commercial Property for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 5.2(a)(iv) exceed 10% for any five year period, nor shall the adjustment for the first CPR Review Date exceed 20% of the prior year's Basic Rent-Commercial Property.

(b) Commercial Property Fair Market Rental Value Determination. Fair Market Rental Value shall be determined in accordance with Section 1.17(a), and the parties shall work in good faith to accomplish the Fair Market Rental Value determination.

5.3 Hotel Rent. The rent as set forth below shall be deemed “Hotel Rent” for the Hotel Substitute Lease. The two categories of land for purposes of Hotel Rent under the Hotel Substitute Lease are:

(a) From Effective Date until the Hotel's Certificate of Occupancy has been issued by the Salt River Pima-Maricopa Indian Community. The Hotel Rent for the Resort Property shall be \$750.00 per acre per year. Hotel Rent shall be payable monthly, in advance and shall be prorated to reflect that portion of the Lease Year for which Hotel Rent under this Section 5.3(a) shall apply. Such Hotel Rent shall be effective upon the Effective Date. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the Effective Date) until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective, the Hotel Rent payable under this Section 5.3(a) shall be increased by 2% of the then payable Hotel Rent. In addition to Hotel Rent under this Section 5.3(a), if Hotel Substitute Lease Lessee has not made the Adjusted Prepaid Rent Amount payment under Section 5.3(b), then Hotel Substitute Lease Lessee must pay the Delayed Payment Fee commencing on the 5th anniversary of the Effective Date and each anniversary thereafter until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section

7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective.

(b) Adjusted Prepaid Rent Amount Payment on the date of the Hotel's Certificate of Occupancy being issued by the Salt River Pima-Maricopa Indian Community. Not later than within 30 days of issuance of a Certificate of Occupancy by the Community for a Hotel on the Resort Property, the Hotel Substitute Lease Lessee will pay a onetime rent prepayment in the amount of the Adjusted Prepaid Rent Amount to Lessor representing the present value of rent for the remainder of the term of Hotel Substitute Lease. This onetime payment of the Adjusted Prepaid Rent Amount represents all rent and other charges that would have otherwise been paid by Hotel Substitute Lease Lessee to Lessor during the term of the Hotel Substitute Lease and subsequently distributed by the Community to the Lessor. Upon Hotel Substitute Lease Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no additional payments, rents, fees, or charges will be paid by Hotel Substitute Lease Lessee and Lessor will receive no additional distributions during the remaining term of the Hotel Substitute Lease.

5.4 Timely Payment. All Rent shall be paid without prior notice or demand on or before the 15th day of each calendar month. Past due Rent shall bear interest at the Prime Rate plus five percentage points from the date due until paid, but this provision shall not be construed to relieve Lessee from its obligation to make timely Rent payments, nor of the operation of the provisions of this Lease relating to default.

5.5 Alternate Payment Provision. The provisions of this Section 5 notwithstanding, in the event of the death of any of the Allotted Landowners comprising the Lessor during the Lease Term and while the Leased Premises are in trust or restricted status, all Rent remaining due or payable to the decedent or his representative under the provisions of this Lease shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the Leased Premises. The Lessee's obligation under this Section 5.5 shall commence upon written notice from the Community to Lessee of the identity of the deceased Allotted Landowner and his or her percentage interest in the Rent payment.

6. Business Hours and Activity.

6.1 Golf Course. Lessee agrees that subject to damage or destruction, inclement weather, remodeling, redevelopment, reconstruction of the Golf Course, market conditions and the requirements of professional golf course managers, it will keep the Golf Course on the Leased Premises actively used. Subject to the foregoing and the other provisions of this Lease, the Golf Course on the Leased Premises shall be open for business during the regular and customary hours of golf courses in Maricopa County, Arizona and on all business days, in good faith, so that Lessor will at all times receive the maximum income under the Additional Rent - Golf Course Property provisions of this Lease.

6.2 Hotel. Lessee agrees that, subject to damage or destruction, remodeling, local and/or regional market conditions impacting upon the demand for hotel facilities and seasonal closures, upon development of a Hotel on the Leased Premises Lessee will keep the

Hotel on the Leased Premises actively used and open for business. All businesses shall be required to be conducted during the regular and customary (in Maricopa County, Arizona) hours of such business on all business days.

6.3 Commercial Buildings. Lessee agrees that, subject to damage or destruction, remodeling, local and/or regional market conditions impacting upon the demand for Commercial Building facilities, upon development of any Commercial Building on the Leased Premises, Lessee will keep each such Commercial Building on the Leased Premises actively used and open for business. All businesses shall be required to be conducted during the regular and customary hours in Maricopa County, Arizona, of such business on all business days.

7. Improvements and Completion.

7.1 Construction. All buildings and improvements developed on the Leased Premises shall be constructed in accordance with the quality standards required under Legal Requirements of the Community.

7.2 Completion of Development on Resort Property. Lessor agrees that buildings and improvements may be constructed in phases, but that Lessee expects to commence construction of permanent vertical Hotel improvements to be located on the Resort Property on or before the 7th anniversary of the Effective Date as described in the Development Schedule attached hereto as Exhibit J ("Resort Permit Deadline").

7.3 Adjustments to Resort Permit Deadline.

(a) If Lessee fails to commence construction of the permanent vertical Hotel improvements by the Resort Permit Deadline, then Lessee may request a meeting with the Spokespersons ("Delay Notice"). The meetings shall be scheduled within 60 days of the Delay Notice at a time and place designated by Community. If the Spokespersons agree that Lessor was responsible for the delay or if the parties agree that Lessee was not responsible for the delay ("Delay Decision"), then the Resort Permit Deadline will be adjusted by Lessee forward for a period of time approved by Lessor (which time period must be for at least one full Lease Year) ("Adjusted Resort Deadline"). Upon the expiration of the Adjusted Resort Deadline, Lessee may provide another Delay Notice and Delay Decision to extend the Adjusted Resort Deadline.

(b) In addition to the Adjusted Resort Deadline(s) in Section 7.3(a) above, the Resort Permit Deadline shall be extended automatically year to year during any period when the annual (running twelve month basis, as of the Resort Permit Deadline or current Adjusted Resort Deadline, as applicable) occupancy in the Phoenix metropolitan area market for hotels is less than 63.5% (as reported in STR STAR report published from time to time by STR (str.com), or if STR is not available, then a similar firm reporting on the Phoenix hotel market approved by Lessor and Lessee) ("Minimum Occupancy Level"), and the Resort Permit Deadline shall be adjusted automatically by each year the Minimum Occupancy Level is not satisfied; provided, however that the total annual adjustment arising from failure to meet Minimum Occupancy Level shall in no event exceed 10 Lease Years, and Lessee must provide the Spokespersons notice of the new Resort Permit

Deadline (“Market Caused Delay Notice”) 45 days prior to the date the next Resort Permit Deadline is reached, as adjusted. In addition, the Hotel Substitute Lease Lessee must provide a copy of the STR STAR report (or if STR STAR report is not available, then the similar report provided by the firm reporting on the Phoenix hotel market approved by Lessor and Lessee) to the Lessor, the Golf Course Property Lessee, the Community, and the Secretary.

7.4 Hotel Rent Increase. If Lessee fails to meet the Resort Permit Deadline, as adjusted in accordance with Section 7.3 and Section 36 of this Lease, or if after the initial Delay Notice the Spokespersons do not agree that Lessor was responsible for the delay or the parties agree Lessee is responsible for the delay, then Lessee will commence paying annual Hotel Rent in the amount equal to 4% per annum (which is converted to .3333% per month) of the Adjusted Prepaid Rent Amount, payable monthly in advance, and effective as of first day of the month subsequent to the date the Lessee failed to meet the adjusted Resort Permit Deadline and expiring on the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. If Lessee is making payments under this Section 7.4 to Lessor, then no rent or Delayed Payment Fee under Section 5.3(a) will be required to be paid by Lessee, except for previously accrued Delayed Payment Fee that is payable on the date a rent increase pursuant to this Section 7.4 becomes effective.

7.5 Final Deadline for full Hotel Rent. If Hotel Substitute Lease Lessee has not obtained a Certificate of Occupancy for the Hotel on or before the 17th anniversary of the Effective Date, then, notwithstanding any provision in Section 5.3 or this Section 7 to the contrary, total Hotel Rent will increase to Fair Market Rental Value determined in accordance with the definition of Fair Market Rental (“Max Hotel Rent”) on the total acreage of the Resort Property on the 17th anniversary of the Effective Date. Once Lessee is paying Max Hotel Rent, then no (i) rent under Section 5.3, (ii) Delayed Payment Fee or (iii) other payments under Section 7.4 will be required to be paid by Hotel Substitute Lease Lessee. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the 17th anniversary of the Effective Date), the Max Hotel Rent will increase by 2% and equal 102% of the prior year’s adjusted Max Hotel Rent.

8. Substitute Leases.

8.1 Substitute Lease. It is further agreed that (i) upon completion of the development of Commercial Buildings, the Golf Course Property and/or a Hotel(s), or (ii) consistent with needs incident to debt and/or equity financing, or (iii) to accommodate the needs of Sublessees and to facilitate development of the Leased Premises, Lessee shall be entitled to any reasonable subdivisions of the Leased Premises, and a separate lease containing all of the applicable terms and provisions of this Lease (a “Substitute Lease”) shall be executed by the parties hereto covering only such parcel or subdivision of the Leased Premises, and this Lease shall then terminate with respect to such parcel or subdivision and be superseded by the terms of such Substitute Lease. The respective priority positions of the Lessor, Lessee and any Approved Encumbrancer shall be identified and preserved in the same manner as prior to the execution of such Substitute Lease. Each Substitute Lease shall be submitted to the Spokespersons and the Secretary for approval.

8.2 Construction Contingency. Lessee and Lessor acknowledge and agree that certain provisions of this Lease contemplate the future assignment of the Hotel Substitute Lease to a Preapproved Transferee or other assignee (collectively referred to as “assignee” for this Article 8.2). Notwithstanding anything in this Lease or the Hotel Substitute Lease to the contrary, Lessor and Lessee acknowledge and agree, and any assignee of the Hotel Substitute Lease agrees by accepting assignment of the Hotel Substitute Lease, and any Approved Encumbrancer claiming through an assignee of the Hotel Substitute Lease agrees by accepting an Approved Encumbrance on the Hotel Substitute Lease, that in the event the Hotel Substitute Lease is assigned (other than back to Lessee pursuant to this Section 8.2) and the assignee fails to obtain unconditional financing commitments and obtain building permits necessary to commence construction of the permanent vertical Hotel improvements by the 10th anniversary of Effective Date, or thereafter fails to commence construction of the permanent vertical Hotel improvements within a reasonable time with a demonstrable good faith intention of diligently and continuously pursuing said construction to completion, then Lessee shall have the option, in its sole and absolute discretion, at any time prior to the earlier of (i) commencement of construction of the permanent vertical Hotel improvements, or (ii) the 17th anniversary of the Effective Date, to effect the assignment of the Hotel Substitute Lease back to Lessee, free and clear of any claims, obligations, liens, encumbrances or other matters created by any assignee of the Hotel Substitute Lease, by written notice of such election from Lessee to the Secretary, the Community, the Spokespersons, the assignee and any such Approved Encumbrancer. Accordingly, notwithstanding anything in this Lease or the Hotel Substitute Lease to the contrary, Lessor and Lessee acknowledge and agree that in the event the Hotel Substitute Lease is assigned back to Lessee pursuant to this Section 8.2, then:

(a) Lessee shall be entitled to terminate this Lease and the Hotel Substitute Lease effective as of July 11, 2061 upon 18 months prior written notice to Lessor, the Secretary, and the Community.

(b) As an alternative to development of the Resort Property with a Hotel, all or any portion of the Resort Property may be developed with Commercial Buildings.

(c) The Resort Property rent under this Lease shall be in accordance with Section 5.3, Section 7.2, Section 7.3 and Section 7.4, until the earlier of (i) the effective date of an increase in rent pursuant to Section 8.2(e), or (ii) the 17th anniversary of the Effective Date.

(d) Notwithstanding any provision in Section 5.3 or Section 7 to the contrary, Resort Property rent will increase to \$14,500 per acre per year on the total undeveloped acreage of the Resort Property on the 17th anniversary of the Effective Date.

(e) Basic Rent (“Basic Resort Property Rent”) and Additional Rent (if any) for any portion of the Resort Property that is developed with a Hotel or Commercial Buildings shall be determined as provided in Section 5.2 for Commercial Buildings developed on Golf Course Property (including without limitation by substituting “Hotel Gross Revenues” for Gross Rental Receipts in the case of any Hotel development).

(f) Rent Adjustments for Basic Resort Property Rent. Basic Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of the Lease Year following the 21st anniversary of the Effective Date (“HR Effective Date”). After the initial adjustment, Basic Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of each succeeding 5 Lease Year period thereafter (each such date, a “HR Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first HR Review Date, the Price Index for July of the Lease Year during which Basic Resort Property Rent increased to \$14,500 per acre per year (“First Resort Property Rent Base Index”); and (b) for subsequent HR Review Dates, the Price Index for July of the prior HR Review Date. On each HR Review Date, the then current Basic Resort Property Rent for undeveloped acreage, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

Year	Calculation
21	$\left(\frac{\text{Price Index first Review Date (Year 21)}}{\text{First Resort Property Rent Base Index}} \right) \times \text{Current Basic Resort Property Rent}$
26	$\left(\frac{\text{Price Index Year 26 Review Date}}{\text{Price Index Year 21 Review Date}} \right) \times \text{Current Basic Resort Property Rent}$
31	$\left(\frac{\text{Price Index Year 31 Review Date}}{\text{Price Index Year 26 Review Date}} \right) \times \text{Current Basic Resort Property Rent}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current HR Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Basic Resort Property Rent for undeveloped acreage for any 5 year review period be less than the rental for the preceding five year review period. In the event the Price Index for a HR Review Date reflects a negative percentage change when compared to the applicable Base Index, Basic Resort Property Rent for undeveloped acreage for the then commencing five year period shall equal the Basic Resort Property Rent for undeveloped acreage for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 8.2(f) exceed 10% for any five year period. For avoidance of doubt, any increase in Basic Resort Property Rent on the first HR Review Date is limited to 10% of the prior year’s Basic Resort Property Rent.

(g) Notwithstanding anything in this Section 8.2 or elsewhere in this Lease to the contrary, notwithstanding that Basic Resort Property Rent and Additional Rent for the Resort Propertyt, if any, may have been paid as provided in this Section 8.2, Hotel Substitute Lease Lessee shall at all times until the 17th anniversary of the Effective Date have the option of making the Adjusted Prepaid Rent Amount, and upon Hotel Substitute Lease Lessee’s payment of the Adjusted Prepaid Rent Amount and Community’s distribution to Lessor, no additional payments, rents, fees, or charges will be paid by Hotel

Substitute Lease Lessee and Lessor will receive no additional distributions during the remaining term of the Hotel Substitute Lease.

(h) In no event shall any adjustment of annual rent provided for in this Section 8.2 result in Basic Resort Property Rent being less than the rental for the preceding period. In the event the adjustment of annual rent provided for in this Section 8.2 would result in Basic Resort Property Rent being less than the rental for the preceding period, the Basic Resort Property Rent for the then commencing period shall equal the Basic Resort Property Rent for the immediately preceding period.

8.3 Assignment Contingency. Lessee and Lessor acknowledge and agree that certain provisions of this Lease contemplate the future assignment of the Hotel Substitute Lease to a Preapproved Transferee, but that any such future assignment is within the sole discretion of the Preapproved Transferees, and no Preapproved Transferee is obligated to receive an assignment of, or assume any obligation under, the Hotel Substitute Lease. Accordingly, notwithstanding anything in this Lease or the Hotel Substitute Lease to the contrary, Lessor and Lessee acknowledge and agree that in the event the Hotel Substitute Lease is not assigned to a Preapproved Transferee by June 30, 2021, then Lessee shall hold and proceed with the Hotel Substitute Lease free and clear of any claims of, obligations to, or any other matters in favor of, any Preapproved Transferee, and in Lessee's sole and absolute discretion:

(a) Lessee shall be entitled to terminate this Lease and the Hotel Substitute Lease effective as of July 11, 2061 upon 18 months prior written notice to Lessor, the Secretary, and the Community.

(b) As an alternative to development of the Resort Property with a Hotel, all or any portion of the Resort Property may be developed with Commercial Buildings.

(c) The Resort Property rent under this Lease shall be as follows, regardless of whether the Resort Property is developed, and, if all or any portion of the Resort Property is developed, regardless of whether the development includes Commercial Buildings or one or more Hotels:

(i) Resort Property until a Certificate of Occupancy has been issued by the Salt River Pima-Maricopa Indian Community. The Basic Resort Property Rent pursuant to this Section 8.3 ("Assignment Resort Property Rent") shall initially be \$750.00 per acre per year. Assignment Resort Property Rent shall be payable monthly, in advance and shall be prorated to reflect that portion of the Lease Year for which Assignment Resort Property Rent under this Section 8.3(c)(i) shall apply. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the Effective Date), the Assignment Resort Property Rent payable under this Section 8.3(c)(i) shall be increased by 2% of the then payable Assignment Resort Property Rent.

(ii) Assignment Resort Property Rent will increase from \$750 as adjusted in Section 8.3(c)(i) to \$3,000 per acre per year on the total undeveloped

acreage of the Resort Property on the 7th anniversary of the Effective Date and then increase from \$3,000 to \$14,500 per acre per year on the total undeveloped acreage of the Resort Property on the 17th anniversary of the Effective Date.

(iii) Assignment Resort Property Rent and Additional Rent (if any) for any portion of the Resort Property that is developed with a Hotel or Commercial Buildings shall be determined as provided in Section 5.2 for Golf Course Property developed with Commercial Buildings, (including without limitation by substituting “Hotel Gross Revenues” for Gross Rental Receipts in the case of any Hotel development).

(iv) Rent Adjustments for Assignment Resort Property Rent. Assignment Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of the Lease Year following the 21st anniversary of the Effective Date (“HR(Section 8.3) Effective Date”). After the initial adjustment, Assignment Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of each succeeding 5 Lease Year period thereafter (each such date, a “HR(Section 8.3) Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first HR(Section 8.3) Review Date, the Price Index for July of the Lease Year during which Assignment Resort Property Rent increased to \$14,500 per acre per year; and (b) for subsequent HR(Section 8.3) Review Dates, the Price Index for July of the prior HR(Section 8.3) Review Date. On each HR(Section 8.3) Review Date, the then current Assignment Resort Property Rent for undeveloped acreage, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

Year	Calculation
21	$\left(\frac{\text{Price Index first Review Date (Year 21)}}{\text{First Rent Base Index}} \right) \times \text{Current Assignment Resort Property Rent}$
26	$\left(\frac{\text{Price Index Year 26 Review Date}}{\text{Price Index Year 21 Review Date}} \right) \times \text{Current Assignment Resort Property Rent}$
31	$\left(\frac{\text{Price Index Year 31 Review Date}}{\text{Price Index Year 26 Review Date}} \right) \times \text{Current Assignment Resort Property Rent}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current HR(Section 8.3) Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Assignment Resort Property Rent for undeveloped acreage for any 5 year review period be less than the rental for the preceding five year review period. In the event the Price Index for a HR(Section 8.3) Review Date reflects a negative percentage change when compared to the applicable Base

Index, Assignment Resort Property Rent for undeveloped acreage for the then commencing five year period shall equal the Assignment Resort Property Rent for undeveloped acreage for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 8.3(c)(iv) exceed 10% for any five year period. For avoidance of doubt, any increase in Assignment Resort Property Rent on the first HR(Section 8.3) Review Date is limited to 10% of the prior year's Assignment Resort Property Rent.

(d) Notwithstanding that Assignment Resort Property Rent and Additional Rent for the Resort Property, if any, may have been paid as provided in this Section 8.3, Hotel Substitute Lease Lessee shall at all times until the 17th anniversary of the Effective Date have the option of making the Adjusted Prepaid Rent Amount, and upon Hotel Substitute Lease Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no additional payments, rents, fees, or charges will be paid by Hotel Substitute Lease Lessee and Lessor will receive no additional distributions during the remaining term of the Hotel Substitute Lease.

(e) In no event shall any adjustment of annual rent provided for in this Section 8.3 result in Assignment Resort Property Rent being less than the rental for the preceding period. In the event the adjustment of annual rent provided for in this Section 8.3 would result in Assignment Resort Property Rent being less than the rental for the preceding period, the Assignment Resort Property Rent for the then commencing period shall equal the Assignment Resort Property Rent for the immediately preceding period.

(f) For as long as Lessee and Hotel Substitute Lease Lessee are both Salt River Community Golf Enterprises, a Division of the Salt River Pima-Maricopa Indian Community, and the Resort Property has not been subleased to a Developer Sublessee, a default or breach (after notice and expiration of the applicable cure period(s) provided for in Section 24.1) by Salt River Community Golf Enterprises under this Lease or the Hotel Substitute Lease, may be declared by Lessor and the Secretary to be a default or breach under this Lease and the Hotel Substitute Lease. Any such declaration by Lessor and the Secretary shall be accomplished by written notice delivered to Salt River Community Golf Enterprises.

9. Buildings and Improvements. All buildings and other improvements that may be placed upon, installed in or attached to the Leased Premises by Lessee or a Sublessee shall be the property of and assets of Lessor. Lessee (or its Sublessees, as applicable) shall, however, during the Lease Term, be solely entitled to any rights or benefits associated with such buildings and improvements, including, without limitation, any depreciation, investment tax credits or other tax benefits, and such buildings and improvements are not made in lieu of Rent. Except as provided otherwise in Section 32.4, the Lessor shall have the right to require Lessee to remove any or all of the buildings or improvements on the Leased Premises at the termination of the Lease upon the reasonable determination of the Lessor that the buildings or improvements or any of them have no commercial value, by written notification to Lessee no later than ninety (90) days after the termination of this Lease. If so notified, except as provided otherwise in Section 32.4, Lessee, at Lessee's sole cost and expense, shall remove said buildings or improvements on the Leased Premises within six (6) months thereafter (except for the Community infrastructure constructed, controlled or maintained by the Community), and shall restore that portion of the Leased Premises

as nearly as possible to the condition existing at the time this Lease commenced. For the avoidance of doubt, notwithstanding anything in this Section 9 to the contrary, if the Resort Property is developed with a Hotel, Section 32.4 (not this Section 9), shall govern whether Lessor can require Hotel Substitute Lease Lessee to remove any or all of the buildings or improvements on the Resort Property at the termination of the Hotel Substitute Lease.

10. Construction, Maintenance, Repair, Alteration. All improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner and in compliance with all Legal Requirements and the terms of this Lease. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all service areas shall be screened from public view. Except as otherwise required by the terms of this Lease, Lessee shall have the right at any time during the Lease Term to make alterations, additions or repairs to any improvement on the Resort Property without Lessor, Community or Secretary consent, subject to all Legal Requirements. 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 and in compliance with all Legal Requirements. While additional improvements and redevelopment may be completed by Lessee or Sublessee in accordance with this Lease, Lessor and Secretary acknowledge that substantial permanent improvements have already been completed to Lessor's satisfaction and in accordance 25 CFR 162.417. The Secretary waives any additional requirements under 25 CFR 162.417, pursuant to 25 CFR 162.417(c).

11. Reserved.

12. Rental Bond. Subject to reinstatement as provided by this Section, as of the Effective Date of this Lease, Lessor, the Community and the Secretary have waived the Rental Bond requirement as to the Leased Premises. Within 150 days of reinstatement of the Rental Bond requirements, the Lessee shall post a bond (the "Rental Bond") in a form satisfactory to the Community, Lessor and Secretary in a penal sum of not less than the aggregate of the second year's Basic Rent - Golf Course Property which bond shall be deposited with the Secretary. The Rental Bond shall be maintained at all times in an amount not less than the sum of the Basic Rent payments to become due and payable during the ensuing 12 calendar months of the Lease, unless and until the requirement for the Rental Bond is waived again by the Lessor, the Community and the Secretary. Should Lessee fail to post the Rental Bond within the specified 150-day period, or thereafter fail to maintain the Rental Bond, Lessee shall be deemed to be in default. Should a waiver of the Rental Bond be granted, the Lessor and Secretary may later reinstate the requirement of the Rental Bond and Lessee hereby agrees to comply with said requirement. Lessee may furnish a corporate surety bond, or in lieu thereof, may deposit with the Secretary cash or negotiable United States Treasury Bonds or other negotiable Treasury obligations in the appropriate amount, together with a power of attorney, empowering the Secretary, in the event of Lessee's default in any of the provisions of Section 5 above to pay over such cash, or to dispose of any such bonds and pay over the proceeds derived therefrom, to or for the benefit of the Lessor, subject to Lessee's privilege of curing said default as hereinafter provided. Any other type of security which may be offered by Lessee to satisfy the requirements of this Section 12 will be given reasonable consideration by the Lessor and the Secretary, and it is agreed that acceptance of security in lieu of those described above shall not be unreasonably withheld or delayed. It is agreed that the Rental Bond required by this Section 12 shall guarantee payment of Basic Rent only and that any corporate surety bond

shall be in continuous form and may be subject to the provisions that the surety may terminate the Rental Bond 30 days subsequent to the then next ensuing anniversary date of this Lease by giving at least 45 days written notice to the Lessor and the Secretary. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency between the value of the Treasury Bonds and the required Rental Bond. Interest on the Treasury Bonds shall be paid to Lessee.

13. Performance Bond.

13.1 Subject to reinstatement as provided by this Section, as of the Effective Date of this Lease, Lessor, the Community and the Secretary have waived the Performance Bond requirement as to the Leased Premises for existing improvements and the Resort Property. Unless waived in writing by the Spokespersons, before beginning construction of any buildings and improvements on the Leased Premises, Lessee or Developer Sublessee agrees to provide security to guarantee completion of the buildings and improvements and payment in full of claims of all persons for work performed on, or materials furnished for construction. Lessee or Developer Sublessee may provide said security by either:

13.2 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 buildings and improvements are satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee or Developer Sublessee, in completing the buildings and improvements as provided for in this Lease, and shall be further conditioned on the payment by Lessee or Developer Sublessee of all just claims of all persons for work performed on or materials furnished for construction. The bond shall allow the right of action to recover upon the bond in any suit brought for failure to complete the buildings and improvements and/or for failure to pay for work performed or in material furnished for construction; or

13.3 Depositing in escrow, with an institution reasonably acceptable to the Community, the Spokespersons and the Secretary, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the Leased Premises. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's or Developer Sublessee's architect as construction progresses. The Spokespersons and the 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 10% of such funds shall be withheld by the escrow holder until the period, if any, fixed by applicable Legal Requirements for the filing of all mechanics' or materialmen's liens on such improvement shall have expired or until a reasonably acceptable title company issues a title insurance policy which, in substance, insures Lessor and the 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 any such statutory period for filing, the withheld funds shall then be disbursed to the Lessee or Developer Sublessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency caused by a decrease in the value of the deposited U.S. Treasury bonds; or

13.4 Such other security as may be reasonably acceptable to the Spokespersons, the Community and the Secretary. Should a waiver of the Performance Bond be granted, the Lessor and Secretary may later reinstate the requirement of the Performance Bond and Lessee hereby agrees to comply with said requirement.

14. Public Liability Insurance. At all times during the Lease Term, Lessee shall carry a public liability insurance policy with coverages of not less than \$5,500,000.00, combined single limit coverage, per occurrence. \$500,000.00 of this coverage shall be in the form of primary coverage and the remaining \$5,000,000.00 shall be pursuant to an umbrella liability insurance policy of not less than \$5,000,000.00, combined single limit, per occurrence. Upon the issuance of the Certificate of Occupancy for a Hotel(s), Lessee shall increase the liability coverage of the umbrella liability insurance policy to \$10,000,000.00, combined single limit, per occurrence. All policies shall be written to protect Lessee and Lessor and the Secretary as an additional insureds in compliance with 25 CFR 162.437. Evidence of the foregoing reasonably acceptable to the Secretary shall be furnished to the Secretary.

15. Sublease, Assignment, Transfer.

15.1 Sublease. Any portion of the Leased Premises may be subleased if there is incorporated into the Sublease an addendum in the form attached hereto as Exhibit E (as amended from time to time by Lessee and the Community) or other form approved by the Community and such Sublease must not exceed the remaining Lease Term.

(a) Any proposed Sublease that would (1) relieve Lessee from any liability, (2) is for greater than 50% of the Leased Premises, or (3) is a ground sublease must be approved by the Spokespersons, the Community and the Secretary, which approval shall not be unreasonably withheld and deemed approved if not approved by the Spokespersons, the Community and the Secretary within 30 days of the receipt thereof.

(b) Any proposed Sublease that (1) does not relieve Lessee of any liability or (2) is not for more than 50% of the Leased Premises may be subleased without the need for the consent of the Spokespersons and without the need for the approval of the Secretary or the Community if the Lessee provides the Spokespersons, the Community and the Secretary with a copy of the Sublease within 30 days after it is executed.

(c) Any Sublease made except as aforesaid shall be deemed a breach of this Lease.

15.2 Space Subleases. If a Sublease requires approval under Section 15.1, but is also a sublease of space, then Lessee may sublease space for a term not exceeding the remaining Lease Term ("Space Sublease,") and each Space Sublease must comply with this Section 15.2. For all Space Subleases located on the Golf Course Property, Lessee shall submit to the Community, the Lessor and the Secretary, for approval, proposed schedules of Space Sublease rent, which shall show minimums, but not maximum rents proposed to be charged to Sublessees. Such rent schedules for the Golf Course Property shall be subject to annual review at the written request of the Lessor, the Community or the Secretary. Each Space Sublease must not exceed the remaining Lease Term, and must incorporate the Sublease Addendum (without Lessor or the

Community signature pages, and as amended from time to time by Lessee and the Community). No Space Sublease shall be effective unless the submitted signed Space Sublease incorporates the Sublease Addendum (as amended from time to time by Lessee and the Community) and provides that the sublessee shall be subject to and bound by each and all of the conditions of this Lease. No such subletting shall affect any of the obligations or liabilities of Lessee under this Lease. Copies of all executed Space Subleases (and amendments thereto) must be provided to the Community (which also satisfies the notice requirements of 25 C.F.R. 162.453) within 15 business days after execution thereof by the parties thereto. Upon delivery of a Space Sublease (and amendments thereto) within the Resort Property to the Community, the executed Space Sublease shall be fully enforceable and shall not require approval of the Lessor, the Community nor Secretary.

15.3 Assignment. Except for Approved Subleases, Affiliate Assignments, Preapproved Transferee, Approved Encumbrancer or as otherwise expressly permitted in this Lease, Lessee shall not assign all or any part of its interest in this Lease without the written approval of the Lessor, the Community, the Approved Encumbrancers and, to the extent required under federal law, the Secretary, which approval shall not be unreasonably withheld, conditioned or delayed.

15.4 Transfers. Section 15.3 shall not restrict transfers of ownership interests in Lessee, its constituent owners or its affiliates except in the case of a deemed assignment pursuant to Section 15.5(a). No such prohibited assignment shall be valid or binding without such approval, and then only upon the condition that the assignee, excepting an Approved Encumbrancer, shall agree in writing to be bound by or subject to each and all of the covenants and conditions of this Lease. Lessor, Community, and, if applicable, Approved Encumbrancers shall either approve or state, with reasonable specificity, their reasons for disapproval of any proposed assignment within 30 days after it is submitted for approval. If approval is required under federal law, the Secretary will either approve or state, with reasonable specificity, their reasons for disapproval of any proposed assignment within 30 days after it is submitted for approval. Either the Lessee or the Lessor may file a written notice to compel Secretary action pursuant to 25 C.F.R. 162.463. The Spokespersons are authorized to receive notice of and consent to any assignment or transfer on behalf of Lessor, which is comprised of the Allotted Landowners, and no notice to all of the Allotted Landowners of a proposed assignment or transfer is otherwise required.

15.5 Assignment by Transfer of Interests.

(a) Deemed Assignment by Transfer of Interest. For the purposes of this Section 15, the sale, assignment, transfer or other disposition of (i) any of the issued and outstanding capital stock of Lessee (assuming Lessee is a corporation) which shall result in a change in control of Lessee, (ii) any ownership interest in Lessee (assuming Lessee is a partnership, limited liability company or joint venture) which shall result in a change in control of Lessee, or (iii) if Lessee is a partnership, limited liability company or joint venture, the interest of any general partner, managing member or joint venturer of Lessee which shall result in a change in control of Lessee, shall be deemed an assignment of this Lease subject to the written approval of Lessor and the Community and, if required by the terms of the Approved Encumbrance, Approved Encumbrancers (and to the extent

required under Federal law, the Secretary) pursuant to Section 15.4. The term “control”, for the purposes of this Section 15, shall mean (A) for a corporation, 50% or more of the voting stock of such corporation; (B) for a limited liability company, 50% or more of the aggregate outstanding units of the managing member of such limited liability company; (C) for a general partnership or joint venture, 50% or more of the aggregate outstanding general partnership interests or joint venture ownership interests, as applicable, and (D) for a limited partnership, 50% or more of the aggregate outstanding general partnership interests of such limited partnership. Limited partnership interests in Lessee and any indirect ownership interest in Lessee shall be alienable without restriction. Upon a transfer of ownership interests in Lessee as described in items (i), (ii) or (iii) above that does not result in a change in control of Lessee, Lessee shall deliver written notice to Lessor and the Community identifying the transferee. Notwithstanding the foregoing, no notice shall be required, and there shall not be deemed to be an assignment or transfer pursuant to this Section 15.5(a), in the event of (1) if Lessee is an individual, devolution by will or otherwise upon death, (2) a transfer to (x) a member or members of the Lessee’s family (or to a trust for their benefit) if Lessee is an individual, or (y) any stockholder, partner, member, joint venturer, or other owner of Lessee, or (z) any co-tenant of Lessee, (3) if Lessee is an individual, a transfer to a personal representative upon Lessee’s death or incompetence or (4) any Preapproved Transferee. Any transfers set forth in these Sections 15.5(a) (1), (2), (3) and (4) shall not require the approval of Lessor, the Community or Secretary.

(b) Affiliate Assignment. Notwithstanding Section 15.5(a), an Affiliate Assignment shall not require the approval or consent of Lessor, the Community or the Secretary. An “Affiliate Assignment” shall mean an assignment of all or any part of Lessee’s interest in this Lease to a Person directly or indirectly controlling, controlled by, or under common control with Lessee. Upon any Affiliate Assignment, Lessee shall deliver written notice to Lessor and the Community identifying the assignee.

(c) Publicly Traded Corporations. The provisions of Sections 15.4 and 15.5(a) shall not apply to a corporation, partnership, trust or other entity publicly traded on a nationally recognized stock exchange or traded over the counter on the National Association of Security Dealers Automated Quotation System (NASDAQ) or a successor system (collectively, a “PTC Entity”) and any ownership transfers (including any changes in control) or assignments by PTC Entities shall not require the approval of Lessor, the Community or Secretary. Upon any Assignment by Lessee (as a PTC Entity), Lessee shall deliver written notice to Lessor and the Community identifying the assignee.

15.6 Transfer by Lessee. Upon a sale or other transfer of Lessee’s interest in this Lease, which obtains all required approvals, Lessee’s interest in this Lease shall automatically be transferred to the transferee, the transferee shall automatically assume all of Lessee’s obligations under this Lease, and the transferor shall be released of all obligations under this Lease. All Sublessees, upon request of Lessee, shall attorn in writing to the transferee.

16. Status of Subleases.

16.1 Subordination. Each Sublease shall be subject and subordinate to (i) this Lease and (ii) all renewals, modifications, replacements and extensions of this Lease. This subordination is and shall be self-operative, and no further instrument of subordination is or shall be required, but Lessee and any Sublessee shall execute promptly any instrument that Lessor or SRPMIC may reasonably request to confirm such subordination. In no event shall (i) the term of any Sublease, including any option period, extend beyond the Lease Term; (ii) any Sublessee's right, title and interest in and to all or any portion of the Leased Premises be greater than Lessee's right, title and interest hereunder; or (iii) anything in any Sublease limit or affect, or be construed to limit or affect, the rights of Lessor or SRPMIC or the obligations of Lessee hereunder.

16.2 Attornment. Termination of this Lease, by cancellation or otherwise shall not serve to cancel Approved Subleases and/or subtenancies, but shall operate as an assignment to Lessor of any and all such Subleases and/or subtenancies. Provided that a Sublessee is not in default under the terms of its Sublease, Lessor shall honor such Sublease and shall not disturb the tenancy of such Sublessee. If Lessee shall so request, within 45 days after receipt of such request, the Lessor, the Community and the Secretary shall execute, acknowledge and deliver to a Sublessee, one or more non-disturbance agreements, in a form reasonably satisfactory to such Sublessee, whereby the Lessor, the Community and the Secretary expressly agree that, notwithstanding any default by Lessee hereunder, or any termination or alteration of this Lease, Lessor, the Community and the Secretary shall honor and acknowledge the continuing validity of such Sublessee's Sublease.

16.3 Sublease Defaults. That fact that any Sublessee causes a default under this Lease shall not relieve Lessee of Lessee's obligation to cure the default. Lessee shall take all steps reasonable and necessary to prevent any such default. Lessee shall remain primarily liable under this Lease notwithstanding any Sublease or Lessor's or SRPMIC's consent thereto.

17. Agreements for Utility Facilities.

17.1 Reservation of Rights. Without limiting the generality of other provisions of this Lease, Lessee, for itself and any Sublessee, hereby acknowledges and agrees that the Community reserves the right under Chapter 17, Section 17-6(b) of the Community Code of Ordinances to be the provider, either through its own resources or by contract with other governmental or private entities, of all utility services furnished to the Leased Premises, including without limitation gas, water, electric, telecommunications, telephone, television, cable, fiber optics, solid waste disposal and sewer facilities. As of the date hereof, the local access provider for telephone voice, data services and other telecommunications facilities within the boundaries of the Community is Saddleback Communications (Contact: Operations Manager for information at 480-850-7000). Saddleback is the exclusive provider of local telephone services (including assignment and porting of telephone numbers) and transport services within the Community. Microwave bypass is not permitted.

17.2 Facilities to be Installed by Lessee. Lessee shall construct and install within the Leased Premises at Lessee's sole cost and expense all on-site utility (including without limitation storm and sanitary sewer, water, electric, gas, fiber optics, telephone and television), transportation (including without limitation driveways and parking facilities) and other infrastructure required to serve, and solely serving, the improvements on the Leased Premises

(“On-Site Infrastructure”). Lessee shall construct and install, both within and outside the Leased Premises, certain utility (may include water, sewer, gas, electric, and telecommunications lines), transportation (may include interior roads, traffic signals, curbs, gutters, streetlights, bike lanes, bus lanes, and sidewalks) and other infrastructure required to extend existing utility mains and public streets (“SRPMIC Infrastructure”) to serve the Leased Premises (by connection to the On-Site Infrastructure) and other property. Design, capacity and construction of all such On-Site Infrastructure and SRPMIC Infrastructure shall be in accordance with all Legal Requirements and with the other terms and conditions of this Lease. During the Lease Term, Lessee shall be responsible, at Lessee’s sole cost and expense, for the construction, maintenance, operation, repair, replacement, upgrade and any other cost or expense related to On-Site Infrastructure, until such time Lessee assigns or transfers any or all of these obligations in accordance with any CC&Rs; provided, however, that the Community shall be entitled, at the Community’s election, at any time during the Lease Term or upon expiration of the Lease Term or earlier termination of this Lease (or of any new lease entered into pursuant to Section 19.3(a)) to have any or all SRPMIC Infrastructure, together with rights-of-way therefor, dedicated to the Community, in which event the Community shall thereafter be responsible for the construction, maintenance, operation, repair, and replacement of SRPMIC Infrastructure in accordance with applicable Legal Requirements. The Community and the Secretary by their approval of this Lease, but subject to the Community’s rights with respect to SRPMIC Infrastructure and On-Site Infrastructure as provided herein and by applicable Legal Requirements, hereby and thereby grant to Lessee the right to install and operate On-Site Infrastructure and SRPMIC Infrastructure located within the Leased Premises, including without limitation sewer, water, electric, gas, fiber optics, telephone and television, as provided in this Section 17.2.

17.3 Security and Fire Protection. Lessee shall have the right (but not the obligation), subject to the laws of the Community, to maintain or employ a private security force and contract for fire protection for the Leased Premises all at Lessee’s expense.

17.4 Water Charges. Lessee shall procure and maintain, throughout the Lease Term, all permits and licenses required by the Community in connection with withdrawing groundwater from the wells located on the Leased Premises. Lessor and the Community agree that the use of the groundwater for watering the Golf Course shall constitute an agricultural use of groundwater and not a commercial use. Although the Community does not presently charge agricultural users a water usage fee measured by the volume of groundwater withdrawn, if the Community should in the future impose a fee for the withdrawal of groundwater for agricultural purposes, the fee charged to Lessee shall be no greater than the fee charged by the Community to other users of groundwater for agricultural purposes.

18. Rights-of-Way for Streets and Utility Facilities. Lessee and each Allotted Landowner hereby consents to the granting and dedication of rights-of-way and easements (and related surveying) over, under, across, within, between and among the various allotments that collectively are the Leased Premises, for On-Site Infrastructure, SRPMIC Infrastructure and as necessary (as reasonably determined by SRPMIC) to provide access or utilities to property outside the Leased Premises or to any portion of the Leased Premises during or after expiration or earlier termination of the Lease Term. Any right-of-way dedication or easement granted pursuant to this Section 18 shall be permanent in nature unless otherwise agreed to by SRPMIC in its sole and absolute discretion in the case of right-of-way dedications for SRPMIC Infrastructure or to provide

access or utilities to property outside the Leased Premises or to any portion of the Leased Premises upon or after expiration or earlier termination of the Lease Term, or unless otherwise agreed to by the ILCA Applicable Percentage of Allotted Landowners whose allotments are benefited by the easement in the case of easements for On-Site Infrastructure; provided, that easements for On-Site Infrastructure granted pursuant to this Section 18 shall terminate upon the later of (i) the expiration of this Lease Term or earlier termination of this Lease or (ii) the expiration of any Substitute Lease term or earlier termination of any Substitute Lease, if Lessor elects (pursuant to Section 9) to require Lessee to restore the Golf Property to substantially the same condition as existed on July 12, 1996. During the Lease Term, Lessor and Lessee shall have the right by mutual agreement, with SRPMIC's consent (which shall not be unreasonably withheld), to relocate any right-of-way within the Leased Premises. While it is intended that consents, grants and dedications provided for by this Section 18 shall be self-operative, Lessee, Lessor and each Allotted Landowner has executed or agrees to execute, acknowledge and deliver to SRPMIC and/or Lessee such instruments or documents reasonably necessary to effectuate the provisions of this Section 18. Such rights-of-way and easements granted pursuant to this Section 18 are subject to the approval of the Secretary in accordance with the approved general development plan and pursuant to the Act of February 5, 1948 (62 Stat. 17) (25 U.S.C. §§ 323-28), and any amendments thereto, as supplemented by regulations of the Secretary applicable thereto. Such grants of rights-of-way and easements in accordance with the approved general development plan are also approved by the SRPMIC Council by its approval of this Lease.

19. Encumbrance.

19.1 Approval Required. With the prior approval of the Secretary, the Spokespersons, and the Community, which approval shall not be unreasonably withheld or delayed, Lessee, from time to time during the Lease Term, may make one or more Approved Encumbrances upon Lessee's leasehold interest in this Lease, or any part thereof, or any of the improvements on the Leased Premises by mortgage to any person, firm, corporation or other entity or combination thereof, and assign this Lease, or any part or parts thereof, as collateral security therefor, without prior notice to all Allotted Landowners of the proposed Approved Encumbrance, provided that:

(a) There shall be incorporated as an addendum to any such Approved Encumbrance the Leasehold Deed of Trust Addendum (as amended from time to time by Lessee and the Community) attached hereto as Exhibit F;

(b) An Approved Encumbrance shall be utilized to finance the purchase price of leasehold estates and improvements, finance the existing improvements of leasehold estates, and/or to finance the development and improvement of the Leased Premises, and/or the refinancing of any of the foregoing. Further, an Approved Encumbrance may also secure such other obligations as the Secretary may approve in such amount as the Lessee determines to be appropriate;

(c) No Approved Encumbrance shall extend to or affect the reversionary interest and fee estate of Lessor in and to the Leased Premises, or in any way attach to or affect the Leased Premises from and after any expiration or termination of this Lease;

(d) An Approved Encumbrance shall provide that any notice of default thereunder shall be delivered to the Spokespersons, as well as to Lessee, and that the Spokespersons, acting on behalf of Lessor, shall have the right to cure such default if the Lessee fails to do so. The Spokespersons, acting on behalf of Lessor, shall have the same time period as is available to Lessee within which to cure a default, which time period will not commence until the expiration of the time period available to Lessee. Neither Lessor's right to cure a default nor Lessor's exercise of such right shall be deemed to be an assumption by Lessor of liability under the Approved Encumbrance; and

(e) From and after receiving notice of the existence of an Approved Encumbrance, Lessor and Lessee shall not mutually agree to cancel, surrender, modify or amend this Lease in any respect without the prior written consent of the Approved Encumbrancer.

19.2 Notice Requirements. With respect to any Approved Encumbrance made in accordance with the provisions of this Section 19, and until the time, if any, that said mortgage shall be satisfied of record or said Approved Encumbrancer shall give to Lessor written notice that said mortgage has been satisfied, the following provisions shall apply:

(a) For the purposes of this Section 19, and throughout this Lease, the term "Approved Encumbrance" shall mean a mortgage on Lessee's interest in this Lease, which shall be deemed to include a deed of trust and such other types of security instruments as are commonly given to secure loans or advances on the unpaid purchase price of leasehold estates and the construction and permanent financing and refinancing of improvements under the laws of the State of Arizona and the note or other credit instrument secured thereby.

(b) For the purposes of this Section 19, and throughout this Lease, the term "Approved Encumbrancer" shall mean the holder of record of any Approved Encumbrance including the trustee and beneficiary under a deed of trust, and the parties secured by any other security instrument.

(c) If the Spokespersons, the Community or the Secretary, shall give any notice, demand, election or other communication (collectively, "Messages") to Lessee hereunder, then the person sending the Message shall at the same time give a copy of each Message to each Approved Encumbrancer at the address theretofore designated by each Approved Encumbrancer. Copies of Messages shall be sent by reputable overnight courier or registered or certified mail, and shall be deemed given upon the earlier of actual receipt or 72 hours after the date such copy is deposited with the United States Post Office or overnight courier with postage charges prepaid. No Message given by the Spokespersons, the Community or the Secretary, shall be effective unless and until a copy of said Message shall be given to each Approved Encumbrancer pursuant to this Section 19. In the case of an assignment of the mortgage or change in address of the Approved Encumbrancer, the assignee or Approved Encumbrancer, by written notice to Lessor, may change the address to which copies of Messages are to be sent. Lessor, the Community or the Secretary shall not be bound to recognize any assignment of the mortgage unless and until Lessor shall be given written notice of such assignment and the name and address of the assignee, and

thereafter such assignee shall be deemed to be an “Approved Encumbrancer” under this Lease.

(d) Each Approved Encumbrancer, after receiving notice in accordance with subsection (c) of this Section 19.2, will have 45 days more than is given to Lessee after notice to it, to remedy any default or to cause the same to be remedied.

(e) In case Lessee shall default under any of the provisions of this Lease, each Approved Encumbrancer shall have the right to make good such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is hereby required to do or perform, and Lessor shall accept such performance on the part of the Approved Encumbrancer as though the same had been done or performed by Lessee.

(f) Lessee may delegate irrevocably to an Approved Encumbrancer the authority to exercise any or all of Lessee’s rights hereunder, but no such delegation shall be binding upon Lessor unless and until either Lessee or the Approved Encumbrancer shall give to the Spokespersons a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Approved Encumbrance itself, in which case the service upon the Spokespersons of an executed counterpart or certified copy of the Approved Encumbrance, together with a written notice specifying the provisions therein which delegate such authority to the Approved Encumbrancer, shall be sufficient to give Lessor notice of such delegation.

(g) Any Approved Encumbrancer may, at the time of any damage or destruction, by fire or otherwise, to the Leased Premises or any machines, fixtures or equipment therein, or improvements thereon, at its sole cost and expense, repair the same or construct new improvements, as the case may be, and in such event, if the Approved Encumbrancer repairs or constructs, it shall be subrogated to the rights of Lessor and Lessee to all insurance proceeds payable as a result of such damage or destruction, and shall be entitled, if Lessee is not then in default hereunder, to have (and Lessee hereby authorizes Lessor to do so) all insurance proceeds paid out by Lessor in the same manner and in every respect as if the Approved Encumbrancer were the Lessee hereunder.

(h) In the case of any default hereunder by Lessee, other than in the payment of Rent, Lessor, acting through the Spokespersons, will take no action to effect a termination of this Lease by reason of any such default without first giving to the Approved Encumbrancer a reasonable time within which either (i) to obtain possession of the Leased Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the Approved Encumbrancer has obtained possession, or (ii) to institute foreclosure proceedings and complete such foreclosure, or otherwise acquire Lessee’s interest under this Lease with diligence and continuity in the case of a default which is not susceptible of being cured by the Approved Encumbrancer; provided, however, that the Approved Encumbrancer shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for termination shall be cured.

19.3 Limitation on Liability and New Lease. Any Approved Encumbrancer may become the legal owner and holder of Lessee's interest in this Lease by foreclosure of its Approved Encumbrance or as a result of the assignment of this Lease in lieu of foreclosure. No Approved Encumbrancer, however, shall become liable under the provisions of this Lease, unless and until such time as it becomes, and then only for as long as it remains, the owner of the Lessee's interest in the leasehold estate. If an Approved Encumbrancer shall acquire Lessee's interest in this Lease or as a result of a sale under such Approved Encumbrance pursuant to a judgment of foreclosure and sale, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Approved Encumbrancer shall have the privilege of transferring its interest in this Lease to a nominee or assignee without the prior consent of Lessor; provided, however, that there shall be delivered to the Spokespersons in due form for recording, within 10 days after the date of such transfer, (A) a duplicate of the instrument of assignment and (B) an instrument of assumption by the assignee of all of the Lessee's obligations under the Lease, and said Approved Encumbrancer shall be relieved of any further liability under this Lease from and after such transfer. Any purchaser at a foreclosure sale, other than an Approved Encumbrancer, must assume this Lease and it shall have no right with respect to the Leased Premises unless it so assumes and delivers a duplicate of the assumption agreement (to be executed in due form for recording) within 10 days after such purchaser acquires title to the Lessee's interest in this Lease. If Lessor obtains any money judgment against any Approved Encumbrancer (with an Approved Encumbrance on the Resort Property) or its successor, assignee or nominee with respect to this Lease or a relationship with Lessor, then Lessor shall look solely to the leasehold interest or proceeds from any sale of the leasehold interest of this Lease to collect such judgment. Lessor shall not collect or attempt to collect any such judgment out of any other assets of the Approved Encumbrancer (with an Approved Encumbrance on the Resort Property) or its successor, assignee or nominee.

(a) In the event of the termination of this Lease or of any succeeding lease made pursuant to the provisions of this Section 19.3(a) prior to its stated expiration date, Lessor, acting through the Spokespersons, will enter into a new lease of the Leased Premises with the Approved Encumbrancer or, if there be more than one Approved Encumbrancer, then with the Approved Encumbrancer entitled under subsection (iii) of this Section 19.3(a), or, at the request of such Approved Encumbrancer, to its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the Rent and upon all the covenants, conditions, agreements, terms, provisions and limitations contained in this Lease, provided that:

(i) Such Approved Encumbrancer makes written request upon the Spokespersons for such new lease within 40 days after the date of such termination, and such written request is accompanied by payment to the Lessor of all amounts then due hereunder;

(ii) Such Approved Encumbrancer pays, or causes to be paid, to Lessor, at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination, and pays or causes to be paid to Lessor any and all expenses, including reasonable attorneys' fees, court costs and disbursements incurred by Lessor in connection with any such default and termination, as well as

in connection with the execution and delivery of such new lease, less the net income collected by Lessor subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under said new lease or Sublease; and

(iii) If more than one such Approved Encumbrancer makes written request upon the Spokespersons in accordance with the provisions of subparagraph (i) of this Section 19.3, the new lease shall be delivered pursuant to the request of the Approved Encumbrancer whose Approved Encumbrance is prior in lien, and the written request of any Approved Encumbrancer whose Approved Encumbrance is subordinate in lien shall be void and of no force or effect; such new lease executed and delivered in accordance with the provisions of this Section 19.3 shall provide that, with respect to each and every Sublease which immediately prior to the termination of the term of this Lease was superior to the lien of the Approved Encumbrance held by the Approved Encumbrancer who obtains such new lease, by entering into such new lease, the lessee thereunder shall be deemed to have recognized the Sublessee under the Sublease pursuant to the terms of the Sublease as though the Sublease had never terminated but had continued in full force and effect after the termination of the term of this Lease, and to have assumed all of the obligations of the lessor under the Sublease accruing from and after the termination of the term of this Lease, except that the obligation of the Lessee under such new lease on any covenant of quiet enjoyment, expressed or implied, contained in the Sublease, shall be limited to the acts of such Lessee and those claiming by, under or through such Lessee.

(iv) Each Sublessee of the Leased Premises whose Sublease was in force and effect immediately prior to termination of this Lease, and which did not expire of its own terms prior to the delivery of said new lease, shall attorn to the Lessee under said new lease; furthermore, each Sublessee who hereafter subleases a portion of the Leased Premises shall be deemed to have agreed to the provisions of this subsection.

(b) Any new lease made in accordance with the provisions of Section 19.3(a), and the leasehold estate thereby created, shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with regard to any mortgage on the Leased Premises or any part thereof or any other lien, charge or encumbrance thereon, whether or not the same shall then be in existence.

(c) Upon the execution and delivery of a new lease in accordance with the provisions of Section 19.3(a), all Subleases which theretofore may have been assigned and transferred to the Lessor shall thereupon be assigned and transferred without recourse by Lessor to the Approved Encumbrancer, as the new Lessee.

(d) Any Approved Encumbrancer may freely assign all of its right, title and interest in and to the new lease without obtaining Lessor's prior consent and in no event shall an Approved Encumbrancer be under any obligation or liability whatsoever

except as herein expressly provided beyond the period of its occupancy of the Leased Premises (or portion thereof) under the new lease.

(e) If under the provisions of this Section 19, an institutional investor shall be Lessee as a trustee, each and every obligation of such trustee shall be binding upon it solely in its fiduciary capacity and shall have no force and effect against such institutional investor in its individual capacity.

(f) Lessor shall, upon request of an Approved Encumbrancer, execute, acknowledge and deliver to each Approved Encumbrancer, an agreement prepared at the sole cost and expense of Lessee, in a form satisfactory to such Approved Encumbrancer, between Lessor, Lessee and Approved Encumbrancer, agreeing to all of the provisions of Section 19.

(g) Lessor agrees that the name of any Approved Encumbrancer may be added as a named insured or to the “loss payable endorsement” of any and all insurance policies required to be carried by Lessee hereunder on the condition that the insurance proceeds are to be applied in the manner specified in the Approved Encumbrance. The proceeds of any insurance policies arising from a condemnation are to be held by any Approved Encumbrancer and distributed pursuant to the provisions of this Lease, but the Approved Encumbrancer may reserve its right to apply to the debt all, or any part, of Lessee’s share of such proceeds pursuant to the Approved Encumbrance.

(h) As to any Approved Encumbrance, Lessor consents to a provision therein for an assignment of rents due to Lessee from Sublessees to the holder thereof, effective upon any default under the Approved Encumbrance, and to a provision therein that the holder thereof in any action to foreclose the same shall be entitled to the appointment of a receiver.

(i) Simultaneously with the making of a new lease as is contemplated by Section 19.3(a), the party obtaining the new lease and all other parties junior in priority in interest in the Leased Premises shall execute, acknowledge and deliver such new instruments, including new mortgages and new Subleases, as the case may be, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purpose of restoring each of such parties to, as nearly as reasonably possible, the respective interests and status with respect to the property which was possessed by it prior to the termination of this Lease as aforesaid.

(j) Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Leased Premises to any Approved Encumbrancer, or to its nominee. Lessor agrees, however, that Lessor will, at the sole cost and expense of such Approved Encumbrancer, or its nominee, cooperate in the prosecution of summary proceedings to evict the then defaulting lessee.

(k) Lessor agrees that if any proposed Approved Encumbrancer to whom Lessee proposed to make an Approved Encumbrance on Lessee’s leasehold estate hereby created shall require as a condition to making any loan secured by such mortgage

that Lessor agree to reasonable modifications of this Lease, then Lessor will enter into an agreement with Lessee, in recordable form, making the reasonable modifications that are requested by such lender, provided that such changes are reasonable, and do not unreasonably expand or enlarge Lessor's obligations under this Lease, and do not change or modify the basic purpose of this Lease, the Lease Term, the rental, or any other substantive rights of the parties. The Spokespersons are hereby authorized to consent to and execute and deliver on behalf of Lessor any amendment of this Lease required to implement such modification, without the need for notice to or further consent of the Allotted Landowners.

19.4 Subleasehold Encumbrance Approval Not Required. A Developer Sublessee may likewise encumber all or any portion of its leasehold interest and assign its Approved Sublease as collateral security, by mortgage, deed of trust or other security instrument, to any person, firm, corporation or other entity or combination thereof and that said encumbrance otherwise satisfies the terms and conditions of this Section 19 (applied as though references to "Lessee" in Sections 19.2 and 19.3 were to such Developer Sublessee, unless the context requires otherwise). Neither Lessor, the Community nor the Secretary are required (pursuant to 25 C.F.R. 162.009) to approve an Approved Encumbrance securing a sub-leasehold interest under an Approved Sublease; provided that copies of all such executed sub-leasehold encumbrances must be provided to the Community and the Secretary (for recordation in accordance with 25 C.F.R. 162.443) within 15 business days after execution thereof by the Approved Encumbrancer and the sub-leasehold encumbrance incorporates the Leasehold Deed of Trust Addendum (excluding the Lessor and the Community signature pages and as amended from time to time by Lessor and the Community);

19.5 UCC Property. Lessee and its Sublessees may, from time to time and subject to applicable Legal Requirements, encumber property that may be secured under the uniform commercial code, including, without limitation, trade fixtures, inventory, furniture and equipment without the consent of Lessor, the Community or the Secretary.

19.6 Notification or Spokesperson Consent. Notwithstanding any provision in this Lease to the contrary:

- (a) Lessee is not required to notify Lessor of any encumbrance; and
- (b) Lessee is not required to obtain Lessor consent of any encumbrance; provided that either (i) Arizona law and the Community laws relating to foreclosure are used by the Approved Encumbrancer for foreclosure actions (25 CFR 162.458(b)(1)), or (ii) Spokespersons approval is obtained (25 C.F.R. 162.458(b)(3)).

20. 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 a bond against all such liens before an action is brought to enforce the 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 Lease Term upon or against the Leased Premises, all interests therein and property thereon, for which either the Lessee or Lessor may become liable. Upon written request,

the Lessee shall furnish to 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 or any interests therein and property thereon by posting bonds to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless the Lessor, the Secretary and the Leased Premises and all interests 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, acting through the Spokespersons, shall promptly execute and deliver for filing any appropriate documents with reference to the real estate tax exemption of the Leased Premises when so requested by Lessee. In addition to the Rent, taxes and other charges herein described, Lessee shall pay all charges for water, sewerage, gas, electricity, telephone, cable and other utility services supplied to the Leased Premises as the same shall become due.

21. Lessor's Paying Claims. Lessor shall have the right 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 (acting through the Spokespersons) or the Secretary, fails to pay or to post bonds against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand, with interest from date of payment until repaid at the rate of interest two percentage points greater than the Prime Rate. Failure to make such repayment on demand shall constitute a breach of the covenants of this Lease.

22. Taxing Authority. Without limiting the generality of other provisions of this Lease, Lessee, for itself and its successors and assigns (including without limitation Sublessees) acknowledges, understands and agrees that: (i) SRPMIC is a taxing authority and may now and in the future impose and assess taxes on Lessee, any Sublessee, their property, and their businesses; (ii) taxing authority is an essential attribute of SRPMIC's sovereignty; and (iii) neither Lessor nor SRPMIC make any representations whatsoever as to any tax advantages that may be gained by entering into this Lease, although such advantages may exist from time to time. Lessee shall make its own independent investigation and inquiry as to any and all tax matters of material concern to Lessee in entering into this Lease and review and understand the relevant provisions of applicable law. Any excise, transaction, sales or privilege tax (except income tax) now or hereafter levied or imposed upon Lessor on account of, attributed to or measured by rent or other charges payable by Lessee under this Lease shall be paid by Lessee to Lessor along with said rent and other charges otherwise payable by Lessee.

23. Eminent Domain.

23.1 Definition of Terms, Lessee's Option. The term "Total Taking" means the taking by a Governmental Authority of the entire Leased Premises in fee under the power of eminent domain or a voluntary transfer in lieu thereof. The term "Partial Taking" means any other taking by a Governmental Authority in fee under the power of eminent domain (or a voluntary transfer in lieu thereof), except that if one quarter or more by area, but not all of the Leased Premises is so taken, then Lessee shall have the option, exercisable within 60 days after the date of such taking, by notice in writing to Lessor and the Secretary, and with the consent of all Approved Encumbrancers, to have such Partial Taking deemed to be a "Total Taking".

23.2 Total Taking. In case of a Total Taking, the leasehold estate of Lessee and its liability for payment of Rent of every kind whatsoever (except accrued Additional Rent, if any) shall cease and terminate as of the date possession of the Leased Premises shall be so taken.

23.3 Partial Taking. In case of a Partial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date on which possession of said portion is taken, but this Lease shall continue in full force and effect as to the remainder of the Leased Premises. Thereafter, each ensuing installment of Rent shall be abated in the ratio that the value of the Leased Premises taken as unimproved real property being put to its highest and best use bears to the total value of the Leased Premises as unimproved real property being put to its highest and best use prior to such taking. Unless otherwise agreed to between the Spokespersons and Lessee and approved by the Secretary, such values shall be determined by the method set forth in this section above.

23.4 Refund of Advance Rentals. There shall be no refund of Basic Rent – Golf Course Property or Basic Rent – Commercial Property paid in advance because of either a Total or Partial Taking of the Leased Premises. However, in the event of an overpayment of Rent due to a Partial Taking (determined with reference to the abatement of Rent in Section 23.3 above), any such overpayment shall be credited toward future payments of Rents as the same become due.

23.5 Allocation of Awards. Except as expressly provided herein to the contrary, the event of either a Partial or Total Taking of the Leased Premises, Lessor shall be entitled to that portion of the entire award (subject to the rights of any Approved Encumbrancer) made with respect to the then discounted present value of the Basic Rent – Commercial Property, Basic Rent - Golf Course Property, Hotel Rent (or, if applicable, rent payable pursuant to Section 8.2 and Section 8.3); provided that discounted present value of Hotel Rent (or, if applicable, rent payable pursuant to Section 8.2 and Section 8.3) will be determined to be zero after payment of the Adjusted Prepaid Rent Amount is made to Lessor, Additional Rent payable under this Lease for the remainder of the Lease Term, and the discounted present value of the residual value of the Leased Premises to Lessor upon the termination of this Lease. Lessee, or any Approved Encumbrancer, as their interests may appear, shall be entitled to that portion of the entire award made with respect to the taking of the improvements erected on the Leased Premises by Lessee and with respect to Lessee's leasehold interest in the Leased Premises (which interest shall be the total value of the Leased Premises minus Lessor's interest in the Leased Premises as set forth above). All compensation and damages awarded for the taking of the Leased Premises or the improvements or any portion thereof shall, except as otherwise herein provided, and except as to such compensation as maybe deemed "relocation benefits", belong to and shall be the sole property of Lessor.

23.6 Taking for a Term. In case the Leased Premises or any portion thereof is taken for a term of years, then Lessee shall remain bound by all of the terms and provisions of this Lease and shall be entitled to the entire award made in connection with such taking; except such part, if any, as is allocable to a period beyond the Lease Term.

23.7 Voluntary Conveyance. A voluntary conveyance by Lessor, acting through the Spokespersons, to a Governmental Authority under a threat of a taking under the

power of eminent domain, in lieu of formal proceedings, shall be deemed to be a taking within the meaning of this Section 23.

24. Default.

24.1 Time is of the essence of this Lease. Should Lessee default in any payment of monies or fail to post any bond as required by the terms of this Lease, and if such default shall continue uncured for the period of 12 days after certified mailing of written notice thereof by the Spokespersons, the Community and/or the Secretary to Lessee, or should Lessee breach any other covenant of this Lease, and if the breach of such other covenant shall continue uncured for a period of 60 days (or if such breach of such other covenant cannot reasonably be cured within 60 days, Lessee shall have a reasonable time to cure such breach provided that Lessee proceeds in good faith and with due diligence) after written notice thereof by the Spokespersons, the Community and/or the Secretary to Lessee, then Lessor and the Secretary may (provided that such default is not then the subject of arbitration in accordance with the provisions of Section 38 below) either:

24.2 Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or

24.3 Re-enter the Leased Premises and remove all persons and property therefrom, excluding Sublessees and property belonging to Sublessees, and

(a) Re-let the Leased Premises in a commercially reasonable manner, 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. The terms and conditions of such re-letting shall be at the discretion of Lessor, acting through the Spokespersons, and the Secretary, who shall have the right to alter and repair the Leased Premises as they deem advisable, and to re-let with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due, including reasonable attorneys' fees, costs and real estate commissions actually paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor, acting through the Spokespersons, and/or the Secretary may sue thereafter as each monthly deficiency shall arise; or

(b) Subject to the provisions of Sections 19.1(e) and 19.2(c), (d), (e) and (h) above, terminate this Lease at any time even though Lessor and the Secretary may have exercised the rights outlined in Section 24.3(a) above.

24.4 Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this Lease. In such event, Lessor, acting through the Spokespersons, and/or the Secretary shall have the options set forth in Section 24.2 and 24.3 above.

24.5 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. Lessor,

acting through the Spokespersons, and/or the Secretary at the request of the Spokespersons, shall make commercially reasonable efforts to re-let and shall maintain the Leased Premises.

24.6 In addition, to other covenants or defaults under this Lease, pursuant to 25 CFR 162.413(e), Secretary may treat any provision of a lease document that violates Federal law as a default under this Lease.

25. Attorneys' Fees. If action be brought by Lessor, through the Spokespersons, and/or by the Secretary in unlawful detainer, for Rent or any other sums of money due under this Lease, or if either party shall bring an action to enforce performance of any of the covenants and conditions of this Lease pursuant to the arbitration provisions set forth in Section 38 (or in the United States District Court as permitted under Section 38), the losing party shall pay such reasonable attorney's fees of the prevailing party, as may be determined and fixed by the arbitration panel (or such court) as a part of the costs in any such action.

26. Holding Over. Holding over by Lessee after the termination or expiration of this Lease shall not constitute a renewal or extension of this Lease or give Lessee any rights hereunder in or to the Leased Premises. Lessee agrees to remove all Removable Personal Property prior to the termination or expiration of this Lease; provided, however, that if this Lease is terminated prior to the expiration date, Lessee shall have 30 days after the termination date to remove all its Removable Personal Property. Should Lessee fail to remove any Removable Personal Property within the specified time, Lessor shall have the right to remove it and dispose of it or have it stored, all at Lessee's expense.

27. No Partnership. Lessee and Lessor are not in partnership. Except for the approvals of Lessor required under this Lease to insure the beneficial use of the Leased Premises, Lessee shall have complete control over the operation of the business conducted on the Leased Premises. The Additional Rent provisions of this Lease do not reflect any ownership right of Lessor to the businesses operated under the terms of the Lease but reflect the provisions of 25 CFR 162.607 (prior to 2013 amendments) that consideration for the Lease may be based on percentages of income produced by the land subject to this Lease.

28. 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 Lease Term; however, such termination shall not serve to abrogate this Lease. The Secretary shall notify the Spokespersons, Lessee and its surety or sureties, and Approved Encumbrancers of any such termination of federal trust status of the Leased Premises.

29. Lessee's Obligations to the United States. While 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 Lessee's obligations under this Lease, and the obligations of Lessee's sureties, are to the United States as well as to Lessor.

30. Payments and Notices. All notices, payments and demands shall be sent to the parties hereto at the address herein recited or to such addresses as the parties may hereafter designate in writing:

For Lessor: Lessor - Business Lease B 191-1
c/o Spokespersons
(to the Board Members at the addresses
maintained on file with the Director,
Community Development Department)
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

With a copy to: Attorney for Spokespersons
(to the attorney designated by the Allottee
Spokesperson Board, if any, at the
address maintained on file with the Director,
Community Development Department)
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

With a copy to: Director, Community Development Department
Business Lease B-191-1
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Lessee: Salt River Community Golf Enterprises,
a Division of the Salt River Pima-Maricopa Indian
Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Community: Director, Community Development Department
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Secretary: Superintendent, Salt River Agency
Bureau of Indian Affairs
10000 East McDowell
Scottsdale, AZ 85256

Notice, demands and payments shall be delivered in person, by reputable overnight courier or sent certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed completed upon the earlier of actual receipt or 72 hours after date such copy is deposited with the United States Post Office or overnight courier or on the date actually received, whichever occurs first.

31. Entry and Inspection. Lessor, acting through the Spokespersons, the Community, the Secretary and their agents, employees and contractors, shall have the right, but not the obligation, to enter the Leased Premises at all reasonable times, upon reasonable advance notice, to inspect Leased Premises, to protect Lessor's interests in accordance with 25 CFR 162.464, and determine Lessee's compliance with the terms and conditions of this Lease. Any such entry shall be conducted in a manner to minimize disruption of Lessee's business on the Leased Premises.

32. Delivery of Leased Premises.

32.1 Upon expiration of the Lease Term or earlier termination of this Lease: (a) all of Lessee's rights and benefits to all improvements, fixtures and other property, except Removable Personal Property, shall automatically without further action become Lessor's and Lessee shall, if requested by Lessor or the Community execute any instrument or document reasonably required by Lessor or the Community to evidence vesting of title to such rights and property in Lessor; (b) Lessee shall deliver to Lessor possession of the Leased Premises in good, neat, sanitary and attractive order, condition and repair, reasonable wear and tear and casualty damage (governed by other provisions of this Lease) excepted, without deferred maintenance, and in compliance with all Legal Requirements; (c) Lessee shall surrender any right, title, or interest in and to the Leased Premises and deliver such evidence and confirmation thereof as Lessor or the Community reasonably requires; (d) Lessee shall deliver the Leased Premises free and clear of all (i) except as expressly permitted hereby, subleases, and (ii) other encumbrances, except (1) encumbrances that existed immediately prior to the Effective Date, (2) encumbrances expressly consented to in writing by Lessor and the Community and, by the express terms of any such consent, permitted to remain in effect following expiration of the Lease Term or earlier termination of this Lease, and (3) liens that Lessor or the Community or any of their agents caused; (e) Lessee shall assign to Lessor, without recourse, and give Lessor copies or originals of, all assignable licenses, permits, contracts, warranties, and guarantees then in effect for the Leased Premises; (f) the parties shall cooperate to achieve an orderly transition of operations from Lessee to Lessor without interruption, including delivery of such books and records (or copies thereof) as Lessor reasonably requires; and (g) Lessee shall assign to Lessor, and Lessor shall reimburse Lessee for, all utility and other service provider deposits for the Leased Premises.

32.2 Notwithstanding anything to the contrary in this Section 32, provided that Lessee is not then in default of an obligation under this Lease, Lessee may remove any Removable Personal Property, but Lessee must do so, if at all, before expiration of the Lease Term or earlier termination of this Lease. Lessee shall repair any damage resulting from or incident to such removal. Removable Personal Property not removed from the Golf Course Property before expiration of the Lease Term or earlier termination of this Lease shall be deemed abandoned and may be dealt with in Lessor's discretion, at Lessee's expense.

32.3 Lessee and/or its successors and assigns shall maintain Liability Insurance as required by Section 14 herein during any hold over period subsequent to the termination or expiration of this Lease.

32.4 This Section 32.4 only applies to the Resort Property if the Resort Property is developed with a Hotel. Commencing 10 years prior to the expiration of the Lease Term (the "Capital Commencement Date") and continuing each year thereafter, until termination of the

Hotel Substitute Lease, Hotel Substitute Lease Lessee shall pay an amount equal to the Capital Reserve Rate times the prior Lease Year's Hotel Gross Revenues ("Capital Payment"). Commencing on the Capital Commencement Date, Hotel Substitute Lease Lessee shall make Capital Payments in installments on a monthly basis into a separate, exclusive capital improvement interest bearing account ("Reserve Account") at a federally insured financial institution. Upon the first January 1 immediately following the Capital Commencement Date, and each January 1 thereafter, Hotel Substitute Lease Lessee shall submit to Lessor for approval a capital improvement program for the Resort Property ("Annual Improvement Program") describing in reasonable detail, the elements and costs of Hotel Substitute Lease Lessee's capital improvements to be made in the forthcoming year on the Resort Property. Lessor, through its Spokespersons, shall approve or disapprove the Annual Improvement Program within 60 days after receipt. Failure of Lessor to approve or disapprove of the Annual Improvement Program within such 60-day period, shall be deemed an approval of the Annual Improvement Program submitted. Lessor shall not unreasonably withhold approval provided the Annual Improvement Program is commercially reasonable based on projects of similar type and age. Upon approval, Hotel Substitute Lease Lessee shall commence and diligently proceed with construction of the improvements on the Resort Property in accordance with the Annual Improvement Program. Not more frequently than every 30 days, Hotel Substitute Lease Lessee may submit to Lessor a statement of costs for such construction and the actual invoices therefor and all such invoices shall be paid out of the Reserve Account as construction progresses. If the costs of the construction exceed the amount of funds in the Reserve Account, then Hotel Substitute Lease Lessee shall pay such additional costs of construction; however, the amount of such additional costs which Hotel Substitute Lease Lessee pays shall apply against the amounts Hotel Substitute Lease Lessee must subsequently deposit as Capital Payments. Any funds remaining in the Reserve Account upon termination or expiration of the Hotel Substitute Lease shall be and become the property of Lessor. Any funds existing in the Reserve Account at the end of each Lease Year, shall reduce the amount Hotel Substitute Lease Lessee must deposit in the following year. For purposes of this Section, capital improvements shall be deemed to mean those improvements located on the Resort Property that have a useful life of five years or more, which are not typically a maintenance activity. If Hotel Substitute Lease Lessee materially defaults under this Section 32.4, then Lessor shall have the right to require Hotel Substitute Lease Lessee to remove any or all of the buildings or improvements on the Resort Property at the expiration or termination of the Hotel Substitute Lease, by written notification to Hotel Substitute Lease Lessee no later than 90 days prior to the expiration or termination of the Hotel Substitute Lease. If Hotel Substitute Lease Lessee is in material default under this Section 32.4 after being so notified, and after the expiration of a 45 day cure period, Hotel Substitute Lease Lessee, at Hotel Substitute Lease Lessee's sole cost and expense, shall remove said buildings or improvements on the Resort Property within six months thereafter (except for the Community infrastructure constructed, controlled or maintained by the Community), and shall restore that portion of the Resort Property as nearly as possible to the condition existing at the time this Lease commenced.

32.5 For purposes of Section 32.4:

(a) "Capital Reserve Rate" means 1% for the first five Lease Years after the Capital Commencement Date, increased by .5% every five Lease Years thereafter.

(b) “Hotel Gross Revenues” shall mean all revenues and income of any nature derived directly or indirectly from the Hotel or from the use or operation thereof, including total room sales, food and beverage sales, laundry, telephone, service charges, golf commissions (if any), spa revenue, all other amenity revenue, other income, rental or other payments from lessees, sublessees, licensees and concessionaires (but not the gross receipts of such lessees, sublessees, licensees or concessionaires), but specifically excluding the following to the extent included in the above items: (i) any gratuities or service charges added to a customer’s bill; (ii) any credits or refunds made to customers; (iii) any sums and credits received by Lessee for lost or damaged merchandise; (iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or similar charges imposed by the tribe or any other governmental or quasi-governmental authority; (v) any proceeds from the sale or other disposition of the Hotel, furniture, fixtures and equipment or other capital assets; (vi) any fire and extended coverage insurance proceeds; (vii) any proceeds of financing or refinancing of the Hotel; (viii) sales of gift certificates the are intended for redemption at a place of business other than the Hotel (e.g., another hotel under the same brand or management as the Hotel operator); and (ix) any capital contributions made to the Hotel by any lender. It is understood and agreed that: (a) the sales of gift certificates by the Hotel for use at the Hotel shall not be included as Hotel Gross Revenue until such gift certificates are redeemed; and (b) the Hotel will from time to time include services from third parties as a “package” and only the net revenue from the resale of such services shall be included as Hotel Gross Revenue.

33. 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.

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

35. 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.

36. Force Majeure. Whenever under this Lease a time is stated within which or by which original construction, repairs or reconstruction of improvements shall be completed, and if during such period a general or sympathetic strike or lockout, war or rebellion, or some other event occurs or fails to occur beyond Lessee’s or Lessor’s power to control, or if Lessee is unable, despite the exercise of reasonable and diligent efforts, to obtain any Required Consent, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

37. Laws and Ordinances of the Community. Lessee, Lessee’s employees, agents and Sublessees and their employees and agents agree to abide by all laws, regulations and ordinances of the Community now in force and effect, or those that may be hereafter in force and effect.

38. Arbitration.

38.1 Matters Subject to Arbitration. Any controversy or claim between Lessor and Lessee (including successors and assigns, Approved Encumbrancers, and Sublessees after attornment under Section 16.2) arising out of or relating to this Lease (including any estoppel certificate required under Section 53), or the breach thereof, except claims (i) for money damages in an aggregate sum of less than \$50,000 per year or (ii) that a lien (excluding Approved Encumbrances) exists or ought to exist on Lessor's interest in the Leased Premises, shall be settled by arbitration administered by the American Arbitration Association (or such other private service as may be mutually agreed to by Lessor and Lessee and consented to by the Community) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or such other rules as may be adopted, or as such rules may be modified, by agreement between Lessor and Lessee and consented to by the Community), except as such rules may contemplate state court jurisdiction. Enforcement of arbitration and judgment on the award rendered by the arbitrator(s) may be enforced and entered in the United States District Court for the District of Arizona. The place of arbitration shall be within, or within 50 miles of, the jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community. The United States Arbitration Act (Title 9 United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Reference is made to 25 U.S.C. § 416a(c), the terms of which are incorporated herein by this reference. Except as the parties may agree otherwise (with the consent of the Community), any such binding arbitration shall be conducted, upon the request of either Lessor (or the Community on Lessor's behalf) or Lessee, before three arbitrators designated by the American Arbitration Association. Any arbitrators designated to act under this Lease shall make their award in strict conformity with said rules and this Lease, and shall have no power to depart from or change any of the provisions thereof except as provided herein or as the parties may expressly agree otherwise in writing (with the Community's consent).

38.2 Jurisdiction. Jurisdiction of any controversy or claim between Lessor and Lessee (including successors and assigns, Approved Encumbrancers, and Sublessees after attornment under Section 16.2) arising out of or relating to this Lease, or the breach thereof, involving claims (i) for money damages in an aggregate sum of less than \$50,000 per year or (ii) that a lien (excluding Approved Encumbrances) exists or ought to exist on Lessor's interest in the Leased Premises, shall lie exclusively in Community Court. If multiple separate claims arising from the same cause or occurrence are brought in Community Court so that each claim is under this \$50,000 limitation, then all such claims will be subject to arbitration under Section 38.1 and not Community Court. Excluding Approved Encumbrances, claims that a lien exists or ought to exist on Lessor's, any Allotted Landowner's or the United States' interest in the Leased Premises are barred, Lessee, for itself and all Persons now or hereafter claiming rights or interests in or related to the Leased Premises through Lessee, acknowledging again that no real property within the sovereign and jurisdictional boundaries of the Community, including without limitation the Leased Premises, may be liened, including but not limited to mechanics' and materialmen's liens, equitable liens, deeds of trust or mortgages.

38.3 Appeal Waiver. Lessee, for itself and any person claiming through Lessee, including without limitation Sublessees and Approved Encumbrancers, hereby irrevocably waives any right of appeal under 25 C.F.R. Part 2 (Appeals From Administrative Actions) or any other federal regulation or statute, from, arising out of or relating to any determination, decision,

action, inaction or other matter arising out of or relating to this Lease or the Leased Premises, and any such appeal shall be barred, unless the Secretary's determination, decision, action, or inaction are not subject to resolution pursuant to arbitration under Section 38 or the Secretary decides not to be bound by the arbitrators decision under 25 C.F.R. 162.465. Arbitration or other action expressly provided for in this Section 38 shall be the sole, exclusive and final means of resolving any controversy, claim or other matter arising out of or relating to this Lease, subject to Secretary authority under 25 C.F.R. 162.465 and 162.466.

39. Employment Preference.

39.1 It is recognized that one of the basic factors involved in this Lease is the fact that substantial and persistent unemployment and underemployment exist within the Community and the project of Lessee hereunder is reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

39.2 Qualified members of the Community shall receive preference in hiring and in all other aspects of employment with Lessee in connection with the construction and operation of the improvements to be developed on the Leased Premises in accordance with terms of this Lease.

39.3 Lessee shall notify the Director of the Personnel Department of the Community of all job openings and the required qualifications for such job openings.

39.4 Lessee shall not employ any person who is not a member of the Community without giving the Director of the Personnel Department of the Community three days notice so that a qualified member of the Community may be referred for employment.

39.5 Qualified members of the Community shall have preference in promotions and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Director of the Personnel Department of the Community at least three days prior to the filling of any such vacancy if Lessee intends to fill said vacancy with a non-member of the Community.

39.6 Lessee shall report the following employment information to the Director of the Personnel Department of the Community on January 1 and July 1 of each year designating members and non-members of the Community in separate categories.

- (a) The number of each pay grade;
 - (b) All lay-offs and re-calls;
 - (c) All promotions/demotions, job reclassifications and terminations;
- and
- (d) The number receiving merit increases and the number denied merit increases.

39.7 The Community shall notify Lessee, in writing, of business enterprises owned by members of the Community which are qualified to provide maintenance or repair services with respect to the buildings, grounds or equipment. It shall thereafter be the policy of Lessee in connection with the improvements to be developed on the Leased Premises that prior to contracting with any business enterprise which is not owned by (a) member(s) of the Community for maintenance or repair services with respect to the buildings, grounds or equipment, Lessee shall give to the Community Manager the same notice of contracting opportunity and required qualifications as is given by Lessee in the ordinary course of business.

39.8 Lessee may vary from the provisions of Section 39.3 and 39.4 above in the event of an emergency situation or when it is not reasonable or practical to give the notice referred to above.

39.9 In the event it is determined that Lessee has committed a pattern and practice of violations of a provision of this Section 39, such a violation shall not be considered a breach or default of this Lease; rather, in such event, a fine, in an amount not to exceed \$250.00 per occurrence, may be imposed upon Lessee, which fine shall be paid to the Community to support job training.

39.10 Lessee agrees to specify and purchase from Salt River Sand & Rock Company, Phoenix Cement Company, or other business enterprises owned by or divisions of the Community ("Community Suppliers") as designated in writing by the Community (a) sand and gravel, (b) cement, (c) asphaltic paving materials, (d) fly ash, and (e) concrete (the "product"), in connection with the improvements to be developed on the Leased Premises to the extent that the quantity, quality, specifications, cost and availability of the product available from Community Suppliers are equivalent to or better than those which are required by Lessee and available from other suppliers; provided, however, that (1) this Section 39.10 shall apply only to Lessee, its contractors, subcontractors, and material suppliers of any of them, and shall not be deemed to apply to Sublessees or their contractors, subcontractors or material suppliers of any of them; (2) the contracts under which the product is purchased from the Community Suppliers shall provide equivalent or better terms and conditions, including but not limited to bonds, penalties, and enforceability, as would be available in a contract for the purchase of equivalent product from other suppliers; (3) in the event a Community Supplier fails to comply with the terms and conditions of a contract for the sale of a product entered into pursuant to this Section 39.10 and is so notified in writing by Lessee, its contractor or subcontractor specifying the lack of compliance, the Lessee's, contractor's or subcontractor's obligation to purchase that product from any Community Supplier shall thereafter cease and be of no further force and effect; (4) any dispute arising under this Section 39.10 shall be subject to binding arbitration under the provisions of Section 38, above; and (5) no violation of this Section 39.10 shall be considered a breach or default of this Lease; rather, in such event a fine, in an amount equal to 10% of the contract price but in no event more than \$50,000.00 per contract, will be paid by Lessee to the Community to support job training.

39.11 It is the purpose and intent of the provisions of this Section 39 that if there are two or more persons qualified for a job opening, and one of such persons is a member of the Community, the qualified person who is a member of the Community shall be selected. If no

qualified member of the Community applies for the job opening, a person who is not a member of the Community may be selected for employment.

40. Validity. This Lease, and any modifications of or amendments to this Lease, shall not be valid or binding upon either party hereto until approved by the Secretary.

41. Indemnification. To the extent not prohibited by law, Lessee holds the Secretary, the Community and the Lessors harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the Leased Premises (25 CFR 162.413(d)(1)). In addition, neither Lessor, the Community, 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 Lessee or Sublessees or any other person whomsoever, caused by any use of the Leased Premises, or by any defect in any structure erected thereon, or arising from an accident, fire or other casualty on the Leased Premises or from any other cause whatsoever, other than the negligent or willful misconduct of Lessor, the Community, the Secretary or the United States. Lessee hereby waives all claims against Lessor, the Community and the United States arising from the condition of the Leased Premises and agrees to hold Lessor, the Community and the United States free and harmless from liability for any loss, damage or injury arising from the use of the Leased Premises by Lessee, together with all costs and expenses in connection therewith, except if caused by the negligent or willful misconduct of Lessor, the Community, the Secretary or the United States. Lessor agrees to defend and hold Lessee harmless from the negligent or intentional acts of Lessor.

42. Fire and Damage Insurance.

42.1 Lessee shall, from the date of the approval of this Lease and thereafter, carry fire insurance with extended coverage endorsements, to include vandalism, covering the full insurable value of all improvements on the Leased Premises, and naming Lessor, the Community and Secretary as an additional insured. Evidence reasonably acceptable to the Lessor and the Secretary of such coverage shall be furnished to Lessor, the Community and the Secretary.

42.2 Lessee shall pay all premiums and other charges for such insurance and shall deposit with Lessor and the Secretary the receipt for each premium or other charges as paid, or satisfactory evidence thereof. In the event of damage to any improvements on the Leased Premises, subject to the provisions of any Approved Encumbrance or Sublease to the contrary, Lessee shall reconstruct, or cause to be reconstructed the damaged improvements in compliance with applicable Legal Requirements, and in accordance with plans to be approved pursuant to Section 44 below. Such reconstruction shall commence and be completed within a reasonable time after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in escrow with an institution approved by the Secretary, subject, however, to the provisions of any Approved Encumbrance or Sublease to the contrary. Lessee shall deposit in said escrow or otherwise provide adequate funds through the use of a letter of credit or loan commitments from reliable lending institutions to reconstruct the damaged improvements. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements, and shall be disbursed during the progress of construction on proper architect's, engineer's or contractor's certificates.

42.3 If Lessee has not defaulted under this Lease, all money remaining in escrow after reconstruction has been completed shall be paid to Lessee. If a default has taken place which remains uncured, said money shall remain in escrow as security for performance by Lessee until said default is corrected, at which time, such funds remaining in escrow shall be paid to Lessee. If Lessee does not correct the default within the time frames set forth in Section 24, such funds as are necessary to correct the default shall be paid to Lessor, and the balance shall be paid to Lessee.

43. Accounting and Audits.

43.1 For each portion of the Leased Premises where Additional Rent is required to be paid, and to the extent necessary to assure compliance with the Additional Rent provisions of this Lease, Lessee shall, on or before October 31 of each year, submit to the Spokespersons, the Community and the Secretary a statement of Gross Sales - Golf Course and Net Cash Flow – Golf Course Property (and to the extent required under Section 5.2(a)(ii), Gross Rental Receipts – Commercial Buildings) for the prior Lease Year ending July 31 which is applicable to that portion of the Leased Premises for which Additional Rent is required; provided, the parties acknowledge and agree that (i) pursuant to Section 5.1(b)(ii), there shall be no Additional Rent – Golf Course Property for the period beginning on the Effective Date and ending on the last day of the fifteenth (15th) full Lease Year following the Effective Date, and, therefore, notwithstanding anything in this Lease to the contrary, no such annual reporting shall be required on account of Additional Rent – Golf Course Property pertinent to said period, and, pursuant to Section 5.1(b)(iii), Additional Rent – Golf Course Property for the period beginning with the (16th) full Lease Year following the Effective Date through the last year of this Lease shall be the amount by which ten percent (10%) of Gross Sales – Golf Course(s) in any Lease Year exceeds Basic Rent - Golf Course Property for that Lease Year, and, therefore, notwithstanding anything in this Lease to the contrary, no such annual reporting of Net Cash Flow – Golf Course Property shall be required on account of Additional Rent – Golf Course Property when annual reporting resumes for the period beginning with the (16th) full Lease Year following the Effective Date. Said annual statement of Gross Sales - Golf Course and Net Cash Flow – Golf Course Property (if and to the extent required) shall include a certification by an authorized officer of Lessee that rates charged and concessions extended by Lessee to Community owned enterprises during the reporting period generally reflect arms length market transactions entered into in Lessee's commercially reasonable good faith business judgment. In the event that Additional Rent is negotiated pursuant to Section 5.2(a)(ii), this Section 43.1 shall be interpreted to require the applicable form of Accounting Statement necessary to ensure compliance with the Additional Rent provisions of this Lease. Together with such statements, Lessee shall either (i) tender payment of any Additional Rent or (ii) submit a separate statement detailing the amount of overpayment of Rent for the Lease Year, which amount shall be credited against the next Rent payment or payments due to be made by Lessee until the entire amount of overpayment has been credited. Such statements shall be certified by an authorized officer of Lessee and reviewed by a Certified Public Accountant, licensed in the State of Arizona, and prepared in conformity with generally accepted accounting practices and procedures, consistently applied.

43.2 For the Resort Property, when Capital Payments are required to be paid, and to the extent necessary to assure compliance with the Capital Payments, Reserve Account and Annual Improvement Program provisions of Section 32.4, Hotel Substitute Lease Lessee

shall, on or before October 31 of each year prior to the Capital Commencement Date, submit to the Spokespersons, the Community and the Secretary a statement of Hotel Gross Revenues for the prior Lease Year ending July 31 which is applicable to the Resort Property. Such statements shall be certified by an authorized officer of Lessee and reviewed by a Certified Public Accountant, licensed in the State of Arizona, and prepared in conformity with generally accepted accounting practices and procedures, consistently applied.

43.3 Any duly authorized representative of the Spokespersons, the Community and/or the Secretary, or any qualified accounting agent or agents appointed by the Spokespersons, shall have access to, and the right to examine and audit, any or all pertinent books, documents, papers and records, including state and federal income and sales tax returns, of Lessee and Lessee's Sublessees relating to this Lease, during the normal business hours of any working day. Lessee shall insert in all Subleases a similar provision pertaining to this right of access, examination and audit and shall, upon reasonable notice, make available to said representative, agent or agents all books and records of Lessee's Sublessees to which Lessee has the right of access and which may be requested or which may be necessary for completion of an audit or a special audit of any or all business conducted pursuant to the provisions of this Lease.

43.4 In the event Lessor (acting through the Spokespersons) and/or the Secretary should cause to be conducted a special audit of Lessee's pertinent books, documents, papers and records by a Certified Public Accountant, licensed in the State of Arizona, or by an employee or agent of the United States authorized to conduct such an audit, and if such audit reveals that Lessor has been paid less than 98% of the amount to which Lessor is entitled for any reporting period covered by the audit, then the expense of such audit shall be borne by Lessee, otherwise it will be borne by Lessor and/or the Secretary. If such audit reveals that Lessor has been overpaid, then Lessee shall be entitled to a credit to its Rent payments required to be made to Lessor for the following 12-month period in an amount equal to 1/12th of the overpayment each month until the overpayment is credited in full. Upon approval by the Secretary, or his authorized representative, the audit so performed shall be binding upon both Lessee and Lessor.

43.5 In the event Lessor, acting through the Spokespersons, elects to have an audit performed and the cost of such audit is required to be paid by Lessor, then such cost shall be paid by Lessee or Hotel Substitute Lease Lessee (and offset against Rent or Capital Payments) to the auditor from the proceeds of Rent to be collected by Lessee over a 12-month period in an amount equal to 1/12th of the cost of the audit each month until paid in full.

43.6 Lessor or the Secretary shall be entitled at any time within three years after the receipt of any payment of Additional Rent to question the sufficiency of the amount thereof and/or the accuracy of the statements furnished by Lessee to substantiate the same, and shall have the right to examine and/or audit as hereinbefore described. Lessee shall, for such three-year period, keep safe and intact all of Lessee's records, books, accounts and other data which in any way bear upon or are required to substantiate in detail any such report, and Lessee shall insert in all Subleases a similar provision requiring retention of records. Lessee shall be limited to three years after making Rent payment to question the amount thereof or the accuracy of such Rent payment or forever be foreclosed from claiming any right to adjustment for overpayment of Rent.

43.7 Secretary may treat any failure by Lessee to cooperate with the Secretary's request to make appropriate records, reports, or information available to the Secretary for inspection and duplication pursuant to 25 CFR 162.413(c)(6) as a default under this Lease.

43.8 Lessor and Lessee acknowledge and agree that:

(a) For the period July 12, 1996 through the Effective Date, Lessee paid the correct amount of Rent for the Resort Property;

(b) For the period July 12, 1996 through June 30, 2013, Lessee overpaid Basic Rent – Golf Course Property in certain Lease Years, and in other Lease Years Lessee underpaid Basic Rent – Golf Course Property; however, cumulatively, Lessee has overpaid Basic Rent – Golf Course Property,

(c) For the period July 1, 2013 through the Effective Date, Lessee paid the correct amount of Basic Rent – Golf Course Property;

(d) For the period July 12, 1996 through the end of the last Lease Year prior to the Effective Date for which Lessee has provided the statement required by Section 43.1, Lessee paid the correct amount of Additional Rent;

(e) For the period July 12, 1996 through June 30, 2013, Lessee may have failed to perform certain reporting and other requirements of this Lease, including without limitation, failure to comply with Sections 42 and 43 of the original Lease approved by the Secretary on July 12, 1996;

(f) Neither Commercial Buildings nor a Hotel have been developed on the Leased Premises as of the Effective Date, notwithstanding the time frames set forth in Exhibit F to the original Lease approved by the Secretary on July 12, 1996; and

(g) In consideration of the terms and conditions of this Amended and Restated Lease, including without limitation payment of the Landowner Bonus, Lessee hereby waives any and all prior events of default, including, without limitation, any right to recover (or receive an offset credit) from Lessor on account of overpayments of Rent that occurred prior to the Effective Date, and Lessor hereby waives any and all prior events of default, including, without limitation, any failure by Lessee prior to the Effective Date to perform certain reporting and other requirements of this Lease, including without limitation failure to comply with Sections 42 and 43 of the original Lease approved by the Secretary on July 12, 1996, and claims to rent arising out of or relating to Lessee's failure to commence construction of Commercial Buildings or a Hotel within the time frames set forth in Exhibit F to the original Lease approved by the Secretary on July 12, 1996; and

(h) The Landowner Bonus shall be paid by Lessee within 30 days after the Effective Date. Lessee will submit its payment to the Finance Department of the Salt River Pima-Maricopa Indian Community with instructions that the Landowner Bonus be distributed as follows: (a) Three Thousand Dollars (\$3,000.00) to each Allotted Landowner (including remaindermen) regardless of individual ownership interests that constitute the subject of the Lease; and (b) the balance of said Two Million Five Hundred

Thousand Dollars (\$2,500,000.00) remaining after payment pursuant to immediately preceding clause (a), pro rata to the Allotted Landowners based upon their individual ownership interest in the Leased Premises. As of the Effective Date, the Finance Department will obtain reasonable verification from the Community Development Department of all Allotted Landowners currently receiving rental payments for interests in allotments, including those with life estate interest for the purposes of this Lease.

44. Plans and Designs.

44.1 Lessor and Lessee acknowledge that a preliminary site plan for the Resort Property and for any future redevelopment of the Golf Course Property will need to be developed based upon local and/or regional market conditions, the requirements of debt and/or equity lenders and investors, the demand for Commercial Buildings, the requirements of any Hotel operators and managers, and the commercially reasonable interests of the Golf Course(s) and Talking Stick Resort.

44.2 The Leased Premises is located within the programmatic environmental assessment of the Community that is updated periodically. Any redevelopment of the Leased Premises will require a supplemental tiered environmental assessment of the proposed area to be developed specific to the new use.

44.3 Prior to the date of commencement of development of any Commercial Buildings on all or a portion of the Leased Premises, Lessee, or a Developer Sublessee, as applicable, shall submit a site plan to the Spokespersons and the Community for review and approval. Following approval by the Spokespersons and the Community and before any comprehensive plans for building improvements are submitted to the Community, Lessee shall submit to the Community for approval total site grading, drainage, utility, roadway and signage plans (“infrastructure plans”). The Community shall approve such infrastructure plans if the same conform generally to the final site plan and applicable Legal Requirements.

44.4 Before beginning any construction whatsoever on the Leased Premises, Lessee shall submit to the Community comprehensive plans for the improvements then proposed, which may be submitted in phases; the Community shall approve such plans if the same conform generally to the site plan and infrastructure plans. The Community does not, however, assume any responsibility whatsoever for the detailed design of any structure or structures, or for any violation of any applicable Legal Requirements. The Community shall either approve or state, in reasonable specificity, its reasons for disapproval of Lessee’s plans within 30 days after receipt thereof from Lessee. No material change will be made in plans after original approval without the further approval of the Community, which approval shall not be unreasonably withheld or delayed.

45. Title Insurance. Lessee may obtain, at its expense, an ALTA extended coverage lessee’s policy of title insurance, assuring the conveyance of a valid leasehold interest in the Leased Premises to Lessee, and insuring Lessee’s interest in the Leased Premises in a sum deemed necessary by Lessee. In the event that a title search reveals a defect in title, Lessor, acting through the Spokespersons, shall have 60 days within which to remove such defect. If it is not so removed,

Lessee may, in its sole discretion, terminate this Lease or the portion thereof affected by such defect, or may continue with this Lease as if no defect existed.

46. Power of Attorney to Spokespersons.

46.1 All or a substantial portion of the Leased Premises is owned by individual Allottees who have executed this Lease as Lessor. In various portions of this Lease, the consent or approval of Lessor is required with respect to a number of items, and in addition, Section 8 above provides that a Substitute Lease may be executed for portions of the Leased Premises or subdivisions thereof, as improvements thereon are planned or completed or incident to financing needs or as otherwise provided in Section 8. Since there are a large number of individual Allottees comprising Lessor, it would be extraordinarily burdensome and inconvenient to Lessee and to Lessor for each of the Allotted Landowners to be required to personally execute all of those documents or matters which require consent, approval or some other action on the part of the Allottees who comprise Lessor. Accordingly, those five individuals identified (or to be identified prior to the Effective Date) on Exhibit G who have previously been, or will prior to the Effective Date be, designated to the position of Spokespersons for the individual Allottees which comprise Lessor are hereby irrevocably granted a Durable Power of Attorney to represent and act on behalf of the individual Allottees which comprise the Lessor. Pursuant to 25 CFR 162.446(b)(2) and 25 CFR 162.446(c), the Spokespersons shall be authorized to consent to an amendment to this Lease on behalf of the Allotted Landowners provided that such amendment is not a Material Lease Amendment. Each of the individual Allottees who comprise the Lessor, by executing this Lease, hereby makes, constitutes and irrevocably appoints the Spokespersons designated or to be designated on Exhibit G, and any successor Spokespersons appointed pursuant to this Section 46, as his/her true and lawful attorney, with full power of substitution, for him/her and in his/her name, place, and stead, and for his/her use and benefit, to sign, execute, certify, deliver, acknowledge and record any consent, approval, Substitute Lease, Approved Encumbrance, Approved Hotel Operators and their Hotel management agreements, Subordination and Non-Disturbance Agreements, Estoppels, CC&Rs, amendments to the CC&Rs, Sublease, easements, service line agreements or any other instrument or document required, necessary, advisable or convenient under the terms of this Lease, including without limitation any amendment of this Lease that is not a Material Lease Amendment, in the same manner as each of the individual Allottees which comprise the Lessor could do if he (she) were personally present taking such action, all in the sole and absolute discretion of such Spokespersons. Each of the individual Allottees which comprise the Lessor acknowledges that the foregoing Irrevocable Durable Power of Attorney (1) is coupled with an interest, and is thereby irrevocable, (2) shall survive the death, dissolution, bankruptcy, incompetency, or legal disability of any Allottee and shall extend to the legal representatives, heirs and assigns of each of them, and (3) is given in consideration of this Lease and of the execution by each individual Allottee which comprises the Lessor of this Lease.

46.2 The individual Allottees which comprise the Lessor agree to have at least five Spokespersons duly appointed at all times and acknowledge and agree that the action of a majority of the Spokespersons shall be binding upon the Lessor.

(a) A Spokesperson may be removed from that position with cause (e.g. non-responsiveness or inability to carry out Spokesperson's duties) or without cause. For removal with cause, a Plurality Vote is required. For removal without cause, a vote of a

Majority of the Individual Allottees which comprise the Lessor is required. In the event of the resignation or removal of a Spokesperson, the Lessor shall have 60 days within which to appoint a substitute Spokesperson in accordance with the provisions of this Section 46.2.

(b) The substitute Spokesperson, as determined through election or appointment, shall be one of the Individual Allottees which comprise the Lessor (or a successor, assign or devisee of such allottee). In the event of a Spokesperson vacancy, the Lessor shall conduct a Plurality Vote election within 60 days of that vacancy. In the event the Lessor fails to elect a substitute Spokesperson within such 60-day period, then the substitute Spokesperson shall be appointed by the remaining Spokespersons within 20 days after the expiration of said 60-day period. Notwithstanding the foregoing, the Community, or a representative of the Community, shall not be eligible to serve as a Spokesperson.

(c) As used in this Section 46.2 and elsewhere in this Lease, the term “Majority of the Individual Allottees” shall mean those Allottees representing a majority of the ownership of a majority (more than 1/2) of the gross acreage of the Leased Premises, regardless of the actual number of Allottees involved. “Plurality Vote” shall mean the Allottee who receives the highest number of votes cast in that election. For any election, notice will be provided to all the individual Allottees which comprise the Lessor.

46.3 No amendment to this Lease will be valid or binding upon either Lessor or Lessee until approved by (i) Lessee, (ii) the Spokespersons, (iii) if the amendment is a Material Lease Amendment and the Allotted Landowner signatures are required under Federal law, then the ILCA Applicable Percentage of Allotted Landowners of each allotment included in the Leased Premises, (iv) the Community and (v) the Secretary. Provided, that a Material Lease Amendment may be approved only by the Spokespersons, the Community and Secretary, under 25 C.F.R. 162.446(b)(1), if the Allotted Landowners have first been given written notice and an opportunity to meet and advise the Spokespersons as to their wishes, and further provided that Lessee has satisfied all requirements under 25 C.F.R. 162.446(c) and the following notice, mailing and meeting procedure:

(a) Lessee shall provide written notice of the Material Lease Amendment to the individual Allottees at their last known address.

(b) Lessee shall hold an informational meeting for the individual Allottees to allow them to ask questions and express their wishes to the Spokespersons, with notice of the meeting to be provided at least 15 days prior to the meeting.

(c) After the meeting, Lessee shall provide at least 30 days for approval or disapproval of the Material Lease Amendment by the Spokespersons.

The Spokespersons are hereby authorized to consent to any Material Lease Amendment on behalf of the individual Allottees. The Spokespersons shall provide written notice of the Material Lease Amendment (or 30 days after the meeting referenced in (c) above, if applicable). In the event the Spokespersons do not consent to the Material Lease Amendment, the Spokespersons shall notify Lessee of the disapproval and state with reasonable specificity the reasons for the disapproval. At its option, Lessee may amend the Material Lease Amendment to address the reasons for

disapproval and submit it for consent by the Spokespersons. No Material Lease Amendment shall be valid unless approved by the Spokespersons pursuant to Section 46.1.

47. Covenants, Conditions and Restrictions. Covenants, conditions and restrictions, which shall be submitted to and approved by the Community, may thereafter be recorded by Lessee against the Leased Premises and shall be binding upon the interests of Lessee, Lessor, Sublessees and Approved Encumbrancers in the Leased Premises for the duration of the Lease Term.

48. Quiet Enjoyment. Lessor warrants to Lessee as follows:

48.1 That Lessor is the owner of equitable title to the Leased Premises, with fee title held in trust by the United States;

48.2 That Lessor has good right to lease the Leased Premises to Lessee for the Lease Term, subject to the approval of the Secretary; and

48.3 That if Lessee punctually and in accordance with the terms hereof performs the obligations herein contained to be performed by Lessee, Lessee shall have and enjoy, during the Lease Term, the quiet and undisturbed use, possession and enjoyment of the Leased Premises, together with all appurtenances thereto. Lessor shall indemnify Lessee and hold it harmless from any and all claims, demands, costs and liabilities directly or indirectly resulting from or caused by any third party claiming any title to or right of possession of the Leased Premises or any right to receive any portion of the rental to be paid by Lessee hereunder.

49. Severability. 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, (except those which would substantially alter Lessee's monetary obligations hereunder or which would diminish Lessee's obligations to develop the Leased Premises in accordance with this Lease), the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

50. Multiple Counterparts. This Lease may be executed in any number of counterparts, and when so executed, all such counterparts shall constitute a single instrument binding upon all parties hereto notwithstanding the fact that all parties are not a signatory to the original or to the same counterpart. The parties hereto agree that the signature pages from one or more counterparts may be removed from such counterparts and such signature pages may be attached to a single instrument so that the signature of all parties may be physically attached to a single counterpart of this Lease. This Lease shall become effective upon the date of approval by the Secretary of the Interior.

51. Consent of Lessor, the Community, the Secretary, or the Superintendent. Neither Lessor, through its Spokespersons, the Community, the Secretary, nor the Superintendent shall unreasonably withhold or delay the giving of any consent or approval required pursuant to this Lease. In this regard, unless a different period of time is provided, the failure of either Lessor, through its Spokespersons, the Community, the Secretary or the Superintendent to respond to Lessee's request for consent within 45 days after submission by Lessee of its request for consent, shall be deemed to be the granting of such consent by Lessor, through its Spokespersons, the

Community, the Secretary and/or the Superintendent as applicable. Notwithstanding the above, no approval shall be deemed provided by the Secretary or the Superintendent unless federal law authorizes such approval or document to be deemed approved.

52. Companies Bonding and Insuring. All corporate surety bonds provided by Lessee in accordance with the provisions of this Lease shall be furnished by companies holding Certificates of Authority from the Secretary of the Treasury as acceptable sureties of federal bonds. Insurance policies shall be furnished and maintained by such responsible companies as are rated B + XII or better in the then current edition of the Best's Insurance Guide.

53. Estoppel Certificates. Lessor, through its Spokespersons, Lessee, the Community and the Secretary shall, within 30 days after receipt of a written request therefor from any of the parties hereto, or an Approved Encumbrancer, or its surety or an Approved Hotel Operator and at no cost and expense to the party requesting the same, execute, have acknowledged and deliver to the requesting party a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or, if there has been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the dates to which rentals hereunder have been paid; (iii) that neither party is in default under any term, covenant or provision of this Lease (or, if a party is in default specifying each such default); (iv) the address to which notices to a party shall be sent; and (v) that Lessor agrees not to disturb the tenancy of any Approved Sublessee so long as such Approved Sublessee is not in default of its Approved Sublease and Addendum, and/or ground lease and Addendum; and such other statements requested in the request as may be true and correct. Lessor, Lessee, the Community and the Secretary acknowledge that any such statement so delivered may be relied upon by any third party dealing with Lessor, Lessee, the Community or the Secretary, this Lease or the Leased Premises.

54. Hazardous Materials.

54.1 Hazardous Materials Laws. “Hazardous Materials Laws,” means any and all federal, state or tribal laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common law”) relating to the hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any amendments to the foregoing, and any similar federal, state or tribal laws, ordinance, rules, decrees, orders or regulations.

54.2 Hazardous Materials. “Hazardous Materials” means gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, poly-chlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any Hazardous Materials Laws.

54.3 Use. Lessee shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on the Leased Premises, unless: (i) such Hazardous Materials are (a) used in the construction, repair or maintenance of the Leased Premises, (b) used in normal commercial, industrial or retail applications, or (c) sold as retail consumer products; and (ii) such use in compliance with the provisions of this Section 54.

54.4 Compliance with Laws. Lessee's use of Hazardous Materials on the Leased Premises shall be in compliance with all Hazardous Materials Laws. Lessee shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Lessee's use of Hazardous Materials on the Leased Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Lessor's request, Lessee shall deliver copies of, or allow Lessor to inspect, all such permits, licenses and approvals. Lessee shall perform any monitoring, investigation, clean-up, removal and other remedial work (collectively, "Remedial Work") required as a result of any release or discharge by Lessee of Hazardous Materials on the Leased Premises or any violation of Hazardous Materials Laws by Lessee.

54.5 Compliance with Insurance Requirements. Lessee shall comply with the requirements of its insurers regarding the use of Hazardous Materials at the Leased Premises and with such insurers' recommendations based upon prudent industry practices regarding management of Hazardous Materials.

54.6 Notice; Reporting. Lessee shall notify Lessor, in writing, within two business days after any of the following: (a) a release or discharge by Lessee of any Hazardous Materials in quantities that would be reportable to a public agency; (b) Lessee's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any violation by Lessee of Hazardous Materials Laws; (c) Lessee's receipt of any notice of violation by Lessee of any Hazardous Materials Law; or (d) Lessee's receipt of notice of any claims made by any third party against Lessee relating to any loss or injury resulting from the generation, release, storage or disposal at the Leased Premises by Lessee of Hazardous Materials.

54.7 Termination; Expiration. Upon the termination or expiration of this Lease, Lessee shall remove from the Leased Premises any equipment, improvements or storage facilities installed by Lessee and utilized by Lessee in connection with any Hazardous Materials and shall, clean up, detoxify, repair and otherwise restore Leased Premises to a condition such that Hazardous Materials generated, released, stored or disposed of by Lessee on the Leased Premises, if any, are not present in concentrations requiring Remedial Work under Hazardous Materials Laws.

54.8 Indemnity. To the extent not prohibited by law, Lessee indemnifies the Secretary, the Community and the Lessors against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Leased Premises that occurs during the Lease Term, regardless of fault, with the exception that the Lessee is not required to indemnify the Lessors for liability or cost arising from the Lessor's negligence or willful misconduct (25 CFR 162.413(d)(2)).

55. Approved Hotel Operator.

55.1 All Messages to Lessee under Section 19.2(c) shall at the same time be provided to the Approved Hotel Operator at the address theretofore designated by the Approved Hotel Operator. Copies of Messages shall be sent by reputable overnight courier or registered or certified mail, and shall be deemed given upon the earlier of actual receipt or 72 hours after the date such copy is deposited with the United States Post Office or overnight courier with postage charges prepaid. No Message given by the Spokespersons, the Community or the Secretary shall be effective unless and until a copy of said Message shall be given to the Approved Hotel Operator pursuant to this Section 55. In the case of an assignment of the Approved Hotel Management Agreement or change in address of the Approved Hotel Operator, the assignee or Approved Hotel Operator, by written notice to Lessor, the Community and the Secretary, may change the address to which copies of Messages are to be sent. Lessor, the Community or the Secretary shall not be bound to recognize any assignment of the Approved Hotel Management Agreement unless and until Lessor, the Community and the Secretary shall be given written notice of such assignment and the name and address of the assignee, and thereafter such assignee shall be deemed to be an "Approved Hotel Operator" under this Lease.

55.2 The Approved Hotel Operator, after receiving notice in accordance with this Section 55, will have 30 days more than is given to Lessee after notice to it, to remedy any default or to cause the same to be remedied. In case Lessee shall default under any of the provisions of this Lease, the Approved Hotel Operator shall have the right to make good such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is hereby required to do or perform, and Lessor shall accept such performance on the part of the Approved Hotel Operator as though the same had been done or performed by Lessee.

56. Governing Law. This Lease shall be construed in accordance with Community and applicable federal law, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing provision shall in no event subject Lessor or the Community to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Article 37 above or elsewhere in this Lease. Lessor agrees to this limited application of Arizona State common law pursuant to 25 CFR 162.014(c).

57. Confidentiality. Lessor, Lessee, the Community and the Secretary mutually agree to hold confidential the information supplied by either party to the other pursuant to the terms of this Lease or other documents or information reasonably deemed by either party to contain or constitute trade secret or proprietary information, and designated as such in writing.

58. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties' heirs, successors, Sublessees and permitted assigns.

59. Amendments. This Agreement constitutes the complete understanding of the parties hereto, and any amendments to this Agreement must be agreed to in writing and signed by both parties and approved by the Secretary and the Community. To the extent authorized by Section 46 of this Lease, the Spokespersons may execute an amendment on behalf of Lessor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date and year first above written.

LESSEE:

SALT RIVER COMMUNITY GOLF
ENTERPRISES, a wholly-owned enterprise of the
Salt River Pima-Maricopa Indian Community

By: _____
Name: _____
Title: _____

LESSOR:

Please see Exhibit "K" and attached signature sheets

STATE OF ARIZONA)
)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of Salt River Community Golf Enterprises, a wholly-owned enterprise of the Salt River Pima-Maricopa Indian Community.

Notary Public

Document: Amended and Restated Business Lease B-191-1		Date: _____, 2018	# of Pages:
Signers:	Certain Allotted Landowners of Land Within the Salt River Pima-Maricopa Indian Community, SRPMIC, and BIA		

CONSENTED TO BY COMMUNITY:

THIS AMENDED AND RESTATED BUSINESS LEASE B-191-1 IS HEREBY APPROVED BY THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY IN ACCORDANCE WITH ITS LAWS.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ the _____ of the Salt-River Pima
Maricopa Indian Community, on behalf of the Community.

Notary Public

Document: Amended and Restated Business Lease B-191-1		Date: _____, 2018	# of Pages:
Signers:	Certain Allotted Landowners of Land Within the Salt River Pima-Maricopa Indian Community, SRPMIC, and BIA		

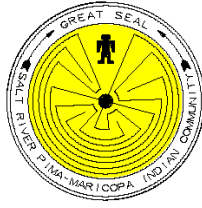
EXHIBIT A

AERIAL PHOTO OF LEASED PREMISES



EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES



SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

ENGINEERING & CONSTRUCTION SERVICES

SURVEY DIVISION

LEGAL DESCRIPTION TALKING STICK GOLF COURSE

A **PARCEL** being Talking Stick Golf Course and being Allotted Land located within the Salt River Pima-Maricopa Indian Community and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

BEGINNING at an Aluminum Disk (AD) in handhole for the South Quarter Corner of said Section 5; THENCE S89°37'36"W (assumed basis of bearing) along the South Line of said Section 5 a distance of 658.84 feet to the Southwest Corner of the East Half of the of the Southeast Quarter of the Southwest Quarter (E ½ SE ¼ SW ¼) and from which a brass cap flush for the Southwest Corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) bears S89°37'36"W 658.84 feet distant therefrom; THENCE N00°03'52"W along the West Line of said E ½ SE ¼ SW ¼ a distance of 1313.85 feet to the Southeast Corner of the West Half of the Northeast Quarter of the Southwest Quarter (W ½ NE ¼ SW ¼); THENCE S89°32'17"W along the South Line of said W ½ NE ¼ SW ¼ a distance of 659.74 feet to a General Land Office (GLO) Brass Cap for the Southwest Corner of said NE ¼ SW ¼; THENCE N00°11'42"E along the West Line of said NE ¼ SW ¼ a distance of 1325.66 feet to the Southwest Corner of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); THENCE N00°00'05"E along the West Line of said SE ¼ NW ¼ a distance of 1315.06 feet to the Southwest Corner of GLO Lot #10; THENCE N00°05'05"E along the West Line of said GLO Lot #10 a distance of 1500.38 feet to a GLO Brass Cap for the Northwest Corner of said GLO Lot #10; THENCE S89°40'45"E along the North Line of said GLO Lot #10 a distance of 1317.40 feet to a GLO Brass Cap for the North Quarter Corner of said Section 5; THENCE S89°59'40"E along the North Line of said Section 5 a distance of 1320.13 feet to a GLO Brass Cap for the Northwest Corner of GLO Lot #6; THENCE S89°52'02"E along the North Line of said GLO Lot #6 a distance of 662.58 feet to a 1" Iron Pipe for the Northeast Corner of said GLO Lot #6; THENCE S00°03'54"W along the East Line of said GLO Lot #6 a distance of 1467.29 feet to a 1" Iron Pipe for the Northeast Corner of the West Half of the Southeast Quarter of the Northeast Quarter (W ½ SE ¼ NW ¼); THENCE S00°08'49"W along the East Line of said W ½ SE ¼ NE ¼ a distance of 1319.02 feet to the Northeast Corner of the West Half of the Northeast Quarter of the Southeast Quarter (W ½ NE ¼ SE ¼); THENCE S00°08'21"W along the East Line of said W ¼ NE ¼ SE ¼ a distance of 1319.15 feet to the Northeast Corner of the West Half of the Southeast Quarter of the Southeast Quarter (W ½ SE ¼ SE ¼); THENCE S00°00'48"E along the East Line of said W ½ SE ¼ SE ¼ a distance of 1321.71 feet to a 1" Iron Pipe for the Southeast Corner of said W ½ SE ¼ SE ¼ and said point being on the said South Line of the Southeast Quarter (SE ¼) of said Section 5; THENCE S89°44'09"W along said South Line a distance of 1978.90 feet to the **Point of Beginning**.

Said **PARCEL** containing 17,073,246 square feet, or 391.9478 gross acres (388.6196 net acres), more or less.

Being **SUBJECT** to a Roadway and Utility Easement over the Southerly 55.00 feet of Salt River Allotment (SRAL) # 32420 and SRAL #65520 and the Northerly 55.00 feet of SRAL #5020 and SRAL #5220 of said **PARCEL** thereof.



Expires 9-30-2019

LEGAL DESCRIPTION

A **PARCEL** being Talking Stick Golf Course and being Allotted Land located within the Salt River Pima-Maricopa Indian Community and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

BEGINNING at an Aluminum Disk (AD) in handhole for the South Quarter Corner of said Section 5; THENCE S89°37'36"W (assumed basis of bearing) along the South Line of said Section 5 a distance of 658.84 feet to the Southwest Corner of the East Half of the of the Southeast Quarter of the Southwest Quarter (E ½ SE ¼ SW ¼) and from which a brass cap flush for the Southwest Corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) bears S89°37'36"W 658.84 feet distant therefrom; THENCE N00°03'52"W along the West Line of said E ½ SE ¼ SW ¼ a distance of 1313.85 feet to the Southeast Corner of the West Half of the Northeast Quarter of the Southwest Quarter (W ½ NE ¼ SW ¼); THENCE S89°32'17"W along the South Line of said W ½ NE ¼ SW ¼ a distance of 659.74 feet to a General Land Office (GLO) Brass Cap for the Southwest Corner of said NE ¼ SW ¼; THENCE N00°11'42"E along the West Line of said NE ¼ SW ¼ a distance of 1325.66 feet to the Southwest Corner of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); THENCE N00°00'05"E along the West Line of said SE ¼ NW ¼ a distance of 1315.06 feet to the Southwest Corner of GLO Lot #10; THENCE N00°05'05"E along the West Line of said GLO Lot #10 a distance of 1500.38 feet to a GLO Brass Cap for the Northwest Corner of said GLO Lot #10; THENCE S89°59'40"E along the North Line of said Section 5 a distance of 1320.13 feet to a GLO Brass Cap for the Northwest Corner of GLO Lot #6; THENCE S89°52'02"E along the North Line of said GLO Lot #6 a distance of 662.58 feet to a 1" Iron Pipe for the Northeast Corner of said GLO Lot #6; THENCE S00°03'54"W along the East Line of said GLO Lot #6 a distance of 1467.29 feet to a 1" Iron Pipe for the Northeast Corner of the West Half of the Southeast Quarter of the Northeast Quarter (W ½ SE ¼ NW ¼); THENCE S00°08'49"W along the East Line of said W ½ SE ¼ NE ¼ a distance of 1319.02 feet to the Northeast Corner of the West Half of the Northeast Quarter of the Southeast Quarter (W ½ NE ¼ SE ¼); THENCE S00°08'21"W along the East Line of said W ½ NE ¼ SE ¼ a distance of 1319.15 feet to the Northeast Corner of the West Half of the Southeast Quarter of the Southeast Quarter (W ½ SE ¼ SE ¼); THENCE S00°00'48"E along the East Line of said W ½ SE ¼ SE ¼ a distance of 1321.71 feet to a 1" Iron Pipe for the Southeast Corner of said W ½ SE ¼ SE ¼ and said point being on the said South Line of the Southeast Quarter (SE ¼) of said Section 5; THENCE S89°44'09"W along said South Line a distance of 1978.90 feet to the **Point of Beginning**.

Said **PARCEL** containing 17,073,246 square feet, or 391.9478 gross acres (388.6196 net acres), more or less.

Being **SUBJECT** to a Roadway and Utility Easement over the Southerly 55.00 feet of Salt River Allotment (SRAL) # 32420 and SRAL #65520 and the Northerly 55.00 feet of SRAL #5020 and SRAL #5220 of said **PARCEL** thereof.

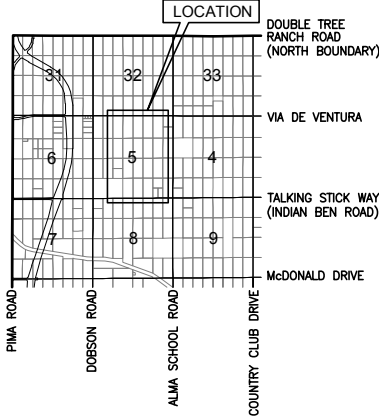
CFedS CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
CFedS #1040



VICINITY MAP



Revisions

REVISED RHK
10-17-2018

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
ENGINEERING & CONSTRUCTION SERVICES
10005 EAST OSBORN ROAD
SCOTTSDALE, ARIZONA 85256



RESULTS OF SURVEY FOR
TALKING STICK GOLF COURSE
LOCATED IN
SECT. 5, T2N-R5E

SURVEY DIVISION
Integrity
Service
Respect

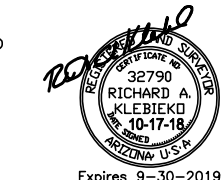
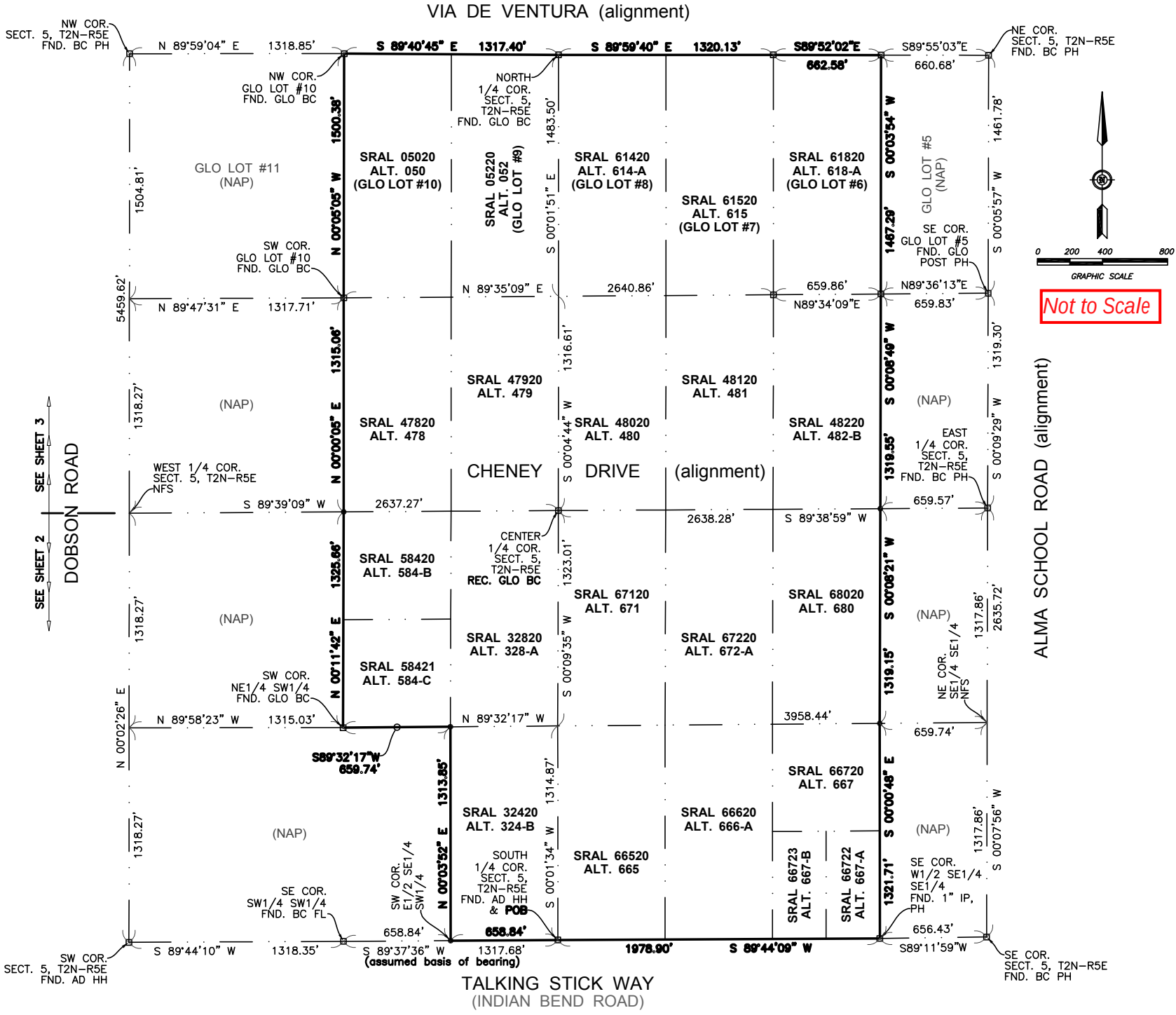
JOB NUMBER
180715
DESIGNED BY
SURVEY
DRAWN BY
RHKeeyama
CHECKED BY
RAKlebieko
DATE
07/31/2018
SHEET NUMBER
1 of 3

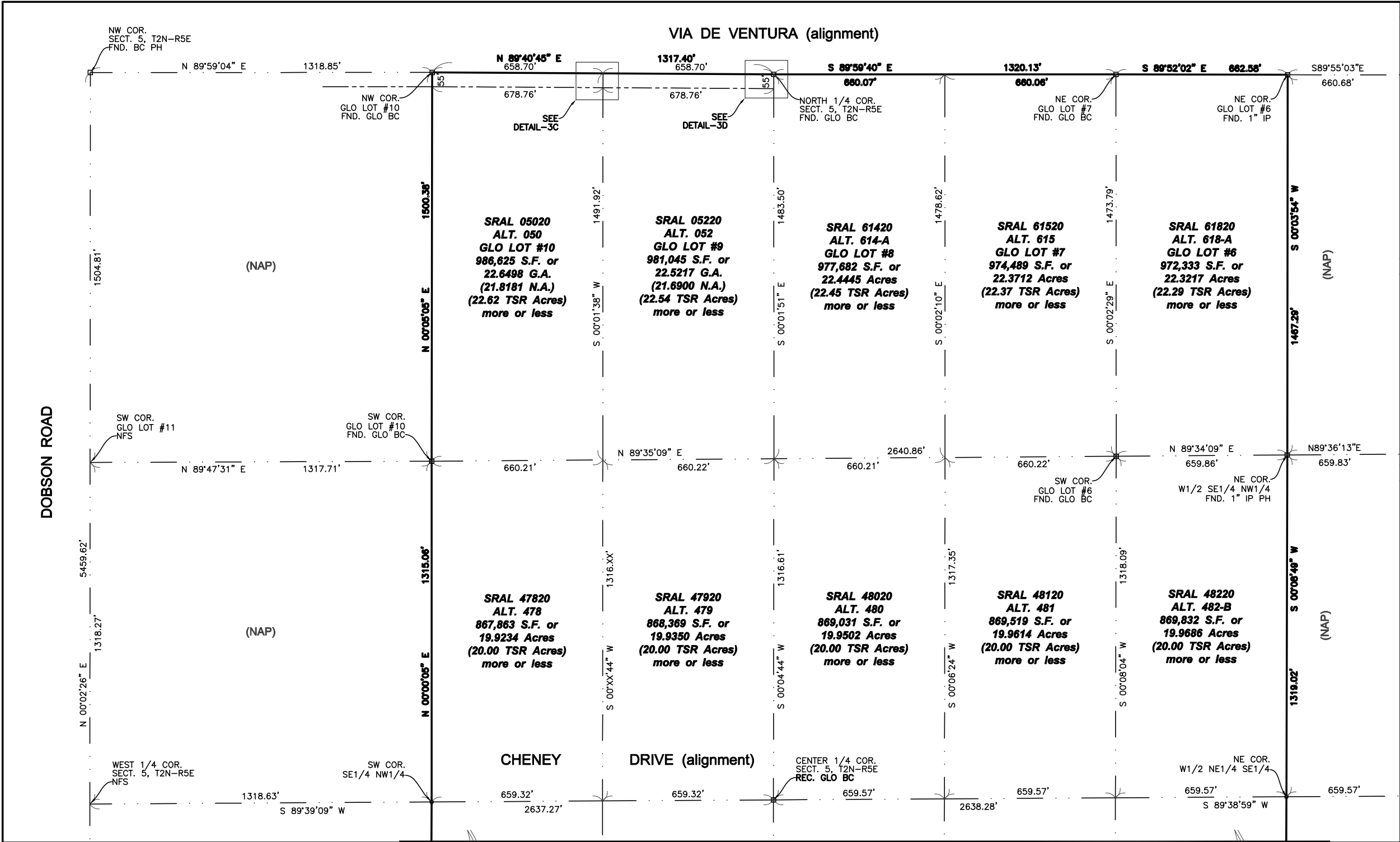
REFERENCE DOCUMENTS:

1. GENERAL LAND OFFICE (GLO) RESURVEY OF TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ARIZONA, OFFICIALLY FILED 6/27/1913.
2. IMPROVEMENT PLANS FOR SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY VIA DE VENTURA/DOBSON ROAD PROJECT BY KIMLEY-HORN AND ASSOCIATES, PROJECT NO. 091085.02, DATED FEBRUARY 1999.
3. RESULTS OF BOUNDARY SURVEY FOR TALKING STICK UNDEVELOPED PARCEL: SECTION 5, T2N-R5E, ENGINEERING AND CONSTRUCTION SERVICES (ECS) SURVEY DIVISION, PROJECT NO. 131218 AND 140110.
4. RESULTS OF SURVEY FOR TRIBAL GOLF COURSE ECS SURVEY DIVISION, PROJECT NO. 951104, DATED DECEMBER 5, 1995.
5. RESULTS OF SURVEY FOR TRIBAL GOLF COURSE ECS SURVEY DIVISION, PROJECT NO. 951104, DATED DECEMBER 5, 1995.
6. PROPOSED RIGHTS-OF-WAY FOR VIA DE VENTURA (96E230) JOB #960805 DATED 01/03/97.
7. PROPOSED RIGHTS-OF-WAY FOR INDIAN BEND ROAD JOB #960901 DATED 09/15/96.
8. GRANT OF EASEMENT FOR VIA DE VENTURA RECORDING #615-014-02.
9. GRANT OF EASMENT FOR INDIAN BEND ROAD RECORDING #615-009-97.

SRAL	ALT.	S.F.	Acres	TSR Acres	M-L
05020	050	986,625	22.6498	22.62	-
05220	052	981,045	22.5217	22.54	-
32420	324-B	866,526	19.8927	20.00	-
32820	328-A	872,955	20.0403	20.00	-
47820	478	867,863	19.9234	20.00	-
47920	479	868,369	19.9350	20.00	-
48020	480	869,031	19.9502	20.00	-
48120	481	869,519	19.9614	20.00	-
48220	482-B	869,832	19.9686	20.00	-
58420	584-B	436,907	10.0300	10.00	-
58421	584-C	436,907	10.0300	10.00	-
61420	614-A	977,682	22.4445	22.45	-
61520	615	974,489	22.3712	22.37	-
61820	618-A	972,333	22.3217	22.29	-
66520	665	868,138	19.9297	20.00	-
66620	666-A	869,641	19.9642	20.00	-
66720	667	435,570	9.9993	10.00	-
66722	667-A	217,787	4.9997	5.00	-
66723	667-B	217,783	4.9996	5.00	-
67120	671	872,263	20.0244	20.00	-
67220	672-A	871,413	20.0049	20.00	-
68020	680	870,568	19.9855	20.00	-

ALT. Total		391.9478		-
PAR. G.A. Total	17,073,246	391.9478		-
PAR. N.A. Total	16,998,732	388.6196		-





VICINITY MAP

LOCATION

DOUBLE TREE RANCH ROAD (NORTH BOUNDARY)

VIA DE VENTURA

TALKING STICK WAY (INDIAN BEND ROAD)

MCDONALD DRIVE

PIMA ROAD

DOBSON ROAD

ALMA SCHOOL ROAD

COUNTRY CLUB DRIVE

Revisions

REVISED RHK 10-17-2018

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY ENGINEERING & CONSTRUCTION SERVICES 10005 EAST OSBORN ROAD SCOTTSDALE, ARIZONA 85256

LEGEND

MONUMENT

BC BRASS CAP

AD ALUMINUM DISK

IP IRON PIPE

RB REBAR

FND. FOUND

COR. CORNER

T TOWNSHIP

R RANGE

SECT. SECTION

S.F. SQUARE FEET

ALT. ALLOTMENT

SRAL SALT RIVER ALLOTMENT

GLO GENERAL LAND OFFICE

POB POINT OF BEGINNING

TSR TITLE STATUS REPORT

CFedS CERTIFIED LAND SURVEYOR

RLS REGISTERED LAND SURVEYOR

ECS ENGINEERING & CONSTRUCTION SERVICES

SRPMIC SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

1/2" RB. FND. or SET

NW,SE,etc... NORTHWEST, SOUTHEAST

NFS NOTHING FND. or SET

PH POTHOLE

HH HANDHOLE

FL FLUSH

PAR. PARCEL

N.A. NET ACRES

G.A. GROSS ACRES

E.A. EASEMENT ACRES

M-L MORE OR LESS

NAP NOT A PART OF

NUMBER

NOTES

1. All dimensions shown on this Survey Plat represent horizontal ground distances and reported in United States Survey Feet and decimals of feet.

2. All documents referenced above are on file with the Salt River Pima-Maricopa Indian Community (SRPMIC) ECS Survey Division located at 10005 East Osborn Road, Scottsdale, Arizona in Building B, second floor of the Two Waters Complex.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4 SW1/4) OF SECTION 5, TOWNSHIP 2 NORTH-RANGE 5 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN. ASSUMED AS S89°37'36"W.

CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
RLS 32790

32790
RICHARD A. KLEBIEKO
10-17-18
ARIZONA U.S.N.

Expires 9-30-2019

SURVEY DIVISION Integrity Service Respect

JOB NUMBER 180715

DESIGNED BY SURVEY

DRAWN BY RHKeavama

CHECKED BY RAKlebieko

DATE 08/01/2018

SHEET NUMBER 3 of 3

EXHIBIT C

LEGAL DESCRIPTION OF THE 46.3012 ACRE RESORT PROPERTY



SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

ENGINEERING & CONSTRUCTION SERVICES

SURVEY DIVISION

LEGAL DESCRIPTION

UNDEVELOPED PARCEL

A **PARCEL** located within the Salt River Pima Maricopa Indian Community being part of Salt River Allotments 480, 481, 482-B, 614-A, 615, 618-A, 671, 672-A and 680 (Allotments 48020, 48120, 48220, 61520, 61820, 67120, 67220 and 68020, respectively) and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

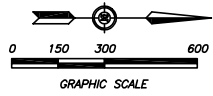
Commencing at a General Land Office (GLO) brass cap for the North Quarter Corner of said Section 5 and which a GLO brass cap for the Northwest Corner of said GLO Lot 10 bears N89°40'45"W (assumed basis of bearing) 1317.40 feet distant therefrom; THENCE S21°05'14"E a distance of 841.98 feet to the **TRUE POINT OF BEGINNING**; THENCE S27°20'58"E a distance of 21.78 feet to the beginning of a curve concave northeasterly and having a radius of 219.00 feet; THENCE southeasterly along the arc of said curve and through a central angle of 04°33'27" a distance of 17.42 feet; THENCE S53°19'19"E a distance of 244.74 feet; THENCE N85°49'33"E a distance of 216.14 feet; THENCE S58°32'25"E a distance of 315.62 feet; THENCE S58°02'44"E a distance of 661.26 feet; THENCE S00°00'12"E a distance of 50.00 feet; THENCE S70°16'55"W a distance of 263.39 feet; THENCE S10°35'42"E a distance of 817.58 feet; THENCE S14°44'49"E a distance of 196.47 feet; THENCE S05°38'36"W a distance of 182.68 feet; THENCE S45°18'10"W a distance of 278.66 feet; THENCE N67°12'40"W a distance of 205.01 feet; THENCE S81°05'07"W a distance of 255.24 feet; THENCE S73°12'13"W a distance of 208.96 feet; THENCE N75°26'35"W a distance of 159.11 feet; THENCE S70°08'00"W a distance of 246.60 feet to a non-tangent curve concave northwesterly and having a radius of 1124.00 feet and from which the radius point bears N75°55'56"W and from which the a brass cap in handhole for the South Quarter Corner of said Section 5 bears S06°35'22"W 2414.02 feet distant therefrom; THENCE northerly along the arc of said curve and through a central angle of 08°37'33" a distance of 169.22 feet to a reverse curve concave southeasterly and having a radius of 602.22 feet; THENCE northeasterly along the arc of said

curve and through a central angle of 40°00'42" a distance of 420.55 feet; THENCE N37°25'50"W a distance of 68.30 feet; THENCE N53°51'20"W a distance of 42.54 feet to the beginning of a curve concave southwesterly and having a radius of 202.81 feet; THENCE northwesterly along the arc of said curve and through a central angle of 43°48'05" a distance of 155.04 feet; THENCE N02°06'23"E a distance of 33.53 feet; THENCE N47°03'07"E a distance of 147.14 feet; THENCE N63°25'54"E a distance of 44.72 feet; THENCE N06°35'13"W a distance of 624.92 feet; THENCE N13°28'42"E a distance of 229.35 feet; THENCE N09°16'31"W a distance of 489.30 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 231.00 feet and from which the radius point bears N61°34'01"E; THENCE northwesterly along the arc of said curve and through a central angle of 13°13'22" a distance of 53.31 feet to a reverse curve concave southwesterly and having a radius of 219.00 feet; THENCE northwesterly along the arc of said curve and through a central angle of 12°08'21" a distance of 46.40 feet; THENCE N27°20'58"W a distance of 8.58 feet; THENCE N62°39'01"E a distance of 40.00 feet to the **True Point of Beginning**.

Said **PARCEL** containing 2,016,880 square feet, or 46.3012 acres, more or less.



Expires 9-30-2019

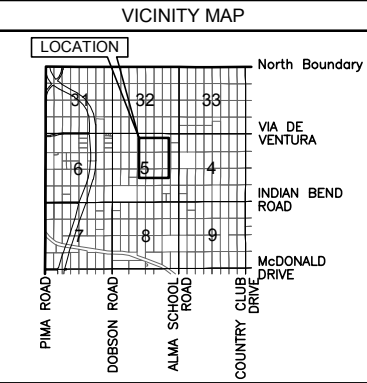
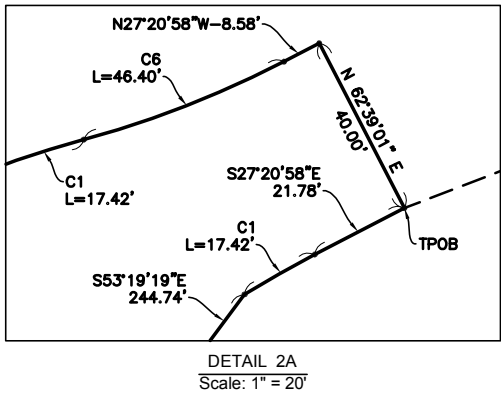
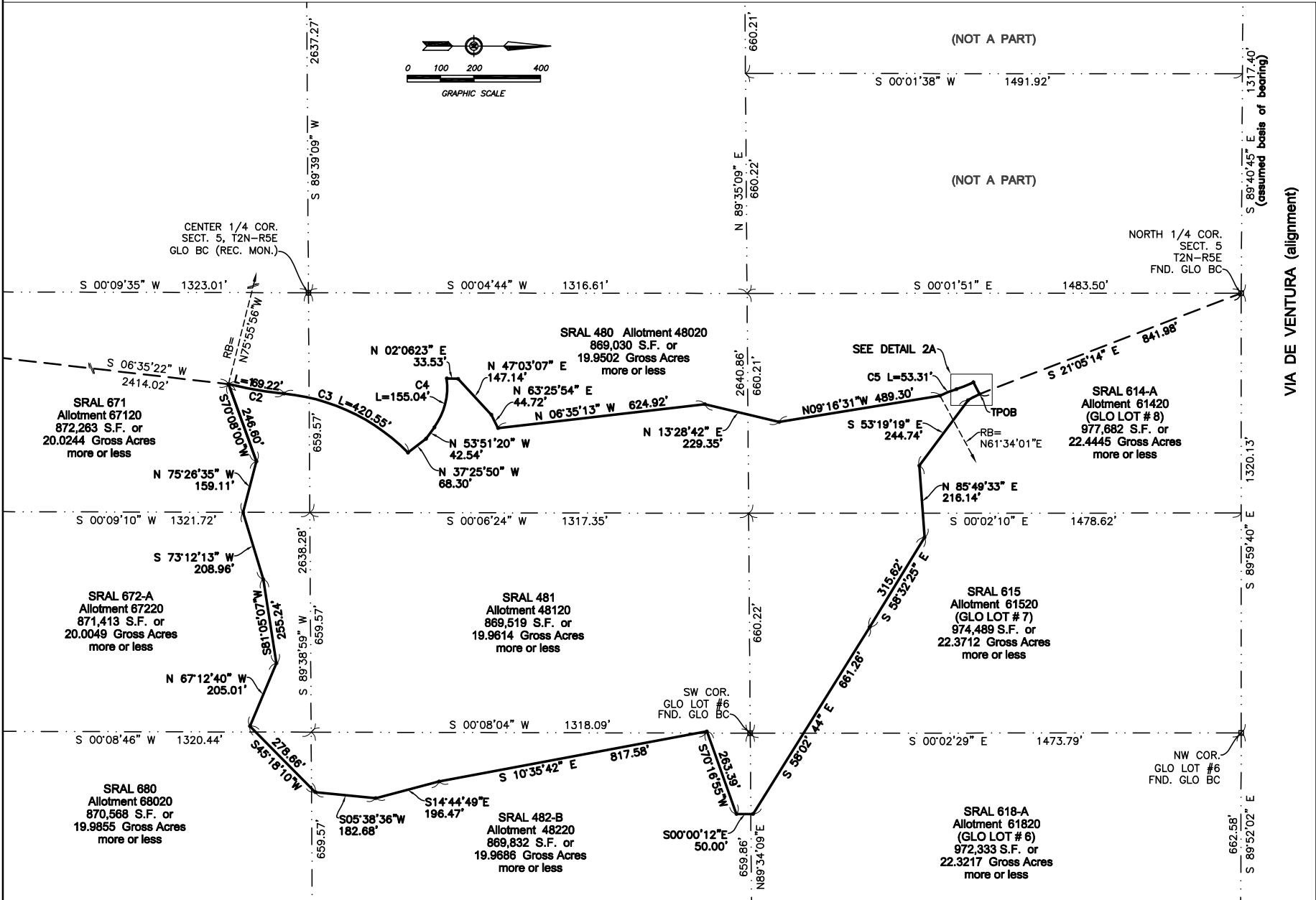


Expires 9-30-2019

Sheet No:

ACREAGE TABLE			
SRAL's	ALLOTMENT	PARCEL ACREAGE	S.F.
480	48020	8.8645	386,138
481	48120	19.9598	869,449
482-B	48220	3.3751	147,019
614-A	61420	4.0299	175,542
615	61520	5.5256	240,695
618-A	61820	0.4645	20,234
671	67120	1.5774	68,712
672-A	67220	2.1833	95,105
680	68020	0.3211	13,987
TOTAL PARCEL :		46.3012	2,016,880

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	04°33'27"	219.00'	17.42'
C2	08°37'33"	1124.00'	169.22'
C3	40°00'42"	602.22'	420.55'
C4	43°48'05"	202.81'	155.04'
C5	13°13'22"	231.00'	53.31'
C6	12°08'21"	219.00'	46.40'



LEGEND	
□ MONUMENT	● 1/2" RB. FND. or SET
BC BRASS CAP	NW,SE,etc... NORTHWEST,SOUTHEAST
IP IRON PIPE	NFS NOTHING FND. or SET
RB. REBAR	AD ALUMINUM DISK
FND. FOUND	PH POTHOLE
COR. CORNER	HH HANDHOLE
T TOWNSHIP	FL FLUSH
R RANGE	REC. RECORD
SECT. SECTION	MON. MONUMENT
S.F. SQUARE FEET	NAP NOT A PART OF
C CURVE	# NUMBER
L= LENGTH	
R= RADIAL BEARING	
GLO GENERAL LAND OFFICE	
RLS REGISTERED LAND SURVEYOR	
TPOB TRUE POINT OF BEGINNING	
Cfeds CERTIFIED FEDERAL SURVEYOR	
SRAL SALT RIVER ALLOTMENT	
SRPMC SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY	

- NOTES
1. ALL DIMENSIONS SHOWN ON THIS SURVEY PLAT REPRESENT HORIZONTAL GROUND DISTANCE AND REPORTED IN UNITED STATES SURVEY FEET AND DECIMALS OF FEET.
 2. ALL DOCUMENTS STATED ABOVE ARE ON FILE WITH THE SRPMC ECS (ENGINEERING AND CONSTRUCTION SERVICES) SURVEY DIVISION LOCATED AT 10005 E. OSBORN ROAD, SCOTTSDALE, ARIZONA IN BUILDING B, SECOND FLOOR OF THE TWO WATERS COMPLEX.
 3. THIS UNDEVELOPED SURVEY WAS BASED ON THE PARCEL SURVEY NOTED IN NO. 01 BELOW AND ADJUSTED TO REFLECT THE DIFFERENCES IN SURVEY MEASUREMENTS AND MONUMENTS FOUND.
 4. THE CENTER 1/4 CORNER ESTABLISHED BY RECORD DISTANCE AND ANGLE FROM FROM JOB # 951104.

- REFERENCE DOCUMENTS:
1. GLO RESURVEY OF T2N-R5E OF THE GILA & SALT RIVER MERIDIAN, ARIZONA, OFFICIALLY FILED 06-27-1913.
 2. GILBERTSON & ASSOCIATES SURVEY OF PARCEL BOUNDARIES FOR TALKING STICK GOLF COURSE, JOB # 52601 DATED 10-16-1998.
 3. TRIBAL GOLF COURSE SURVEY SRPMC PROJECT # 951104, DATED 03-14-1996.
 4. VIA DE VENTURA / DOBSON ROAD IMPROVEMENT PLAN, SHEET 8 of 63 BY KIMLEY HORNS ASSOCIATES, PROJECT # 091085.02

BASIS OF BEARING

THE NORTH LINE OF GENERAL LAND OFFICE (GLO) LOTS 9 & 10, TOWNSHIP 02 NORTH-RANGE 05 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING ASSUMED AS N89°40'45"W.

CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
RLS 32790

10-16-2018
ARIZONA U.S.A.

Job No. 131218
Designed By: SURVEY
Drawn By: RHKeeyama
Checked By: RAKlebieko
Date: 01/14/2014
Sheet No: 2 of 2

REVISED
MODIFIED RHK
05-13-2015
REVISED RHK
10-16-2018

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
ENGINEERING & CONSTRUCTION SERVICES
10005 EAST OSBORN ROAD
SCOTTSDALE, ARIZONA 85256

RESULTS OF BOUNDARY SURVEY
FOR TALKING STICK
UNDEVELOPED PARCEL: SECT. 5, T2N-R5E

SURVEY DIVISION
Integrity
Service
Respect

EXHIBIT D

APPROVAL OF SECRETARY

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Western Regional Office
2600 North Central Avenue
Phoenix, AZ 85004**

THE WITHIN AMENDEND AND RESTATED BUSINESS LEASE B-191-1 BETWEEN CERTAIN ALLOTTED LANDOWNERS OF LAND WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY AND SALT RIVER COMMUNITY GOLF ENTERPRISES is hereby approved pursuant to authority delegated to the Assistant Secretary – Indian Affairs by 209 DM 8, to the Director of BIA by 230 DM 1, to the Western Regional Director by 3 IAM 4, and to the Superintendent by historic Phoenix Area Re-Delegation Documents in 10 BIAM.

**Regional Director, Western Regional Office
Bureau of Indian Affairs
Department of the Interior**

Date of Approval

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the authorized representative of the Secretary of the Interior, United States Department of the Interior, for and on behalf thereof.

Notary Public

My Commission Expires:

Document: Amended and Restated Business Lease B-191-1	Date: _____, 2018	# of Pages:
Signers:	Certain Allotted Landowners of Land Within the Salt River Pima-Maricopa Indian Community, SRPMIC, and BIA	

EXHIBIT E

SUBLEASE ADDENDUM

[SRPMIC Lease No.]

LEASE ADDENDUM

THIS LEASE ADDENDUM is attached to and by this reference is made a part of that certain lease dated _____, 20__ (the "Lease") by and between _____, a _____, ("Landlord"), and _____, a _____, ("Tenant"), covering certain premises (described more particularly in the Lease, the "Premises") in the real estate project located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community (the "Community"), commonly known as _____ (the "Project").

WHEREAS, the Lease is subject and subordinate in all respects to that certain unsubordinated ground lease generally known as substitute lease **[insert substitute lease number and any other necessary or desirable substitute lease identifying reference]**, as the same may be amended, modified or replaced from time to time (the "Substitute Lease") between **[insert name of lessee under Substitute Lease]**, as lessee, and certain allotted landowners of land within the sovereign and jurisdictional boundaries of the Community, as lessor ("Master Lessor," which phrase, as used herein, shall include without limitation the authorized representatives of Master Lessor pursuant to the Substitute Lease); and

[IF CONSENTS REQUIRED UNDER SECTION 15 add: WHEREAS, the Lease is a sublease under the Substitute Lease, and absent the written consent of the Master Lessor and the Community, the Lease is invalid and of no force or effect; and

WHEREAS, Master Lessor and the Community are willing to consent to Landlord's sublease to Tenant, but only upon Tenant's and Landlord's acknowledgment of and agreement to the following facts, terms and conditions].

NOW, THEREFORE, in consideration of **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** Master Lessor's and the Community's consent to Landlord's sublease to Tenant], and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby acknowledge and agree as follows:

1. **Indian Country; Applicable Law; Dispute Resolution.**

a. The Project and Premises are located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community, and are subject to the statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes, ordinances and general police powers (including without limitation judicial powers) of the Community.

b. Landlord and Tenant shall comply with all statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes and ordinances of the Community currently in place or hereafter from time to time adopted by the Community, all as the same may be adopted, amended, modified, replaced or superseded from time to time. Without limiting the generality of the foregoing, Landlord and Tenant acknowledge and agree that:

- i. Tenant is required to obtain a Community Business License and Tax Permit pursuant to Chapter 15, Section 15-21 and other provisions of the Community's Code of Ordinances;

- ii. Tenant must use the Community's solid waste disposal provider pursuant to the Community's Code of Ordinances;
- iii. The Community has exclusive development, zoning and building permit authority over the Project and the Premises;
- iv. Construction of the Premises and any maintenance, repairs and/or alterations thereto are subject to all applicable Community legal requirements and requirements imposed by the Substitute Lease; and
- v. All construction plans, permits and applications for permits must be submitted to and obtained from the Community.

c. Any controversy or claim between Landlord and Tenant arising out of or relating to the Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (or such other private service as may be mutually agreed to by Landlord and Tenant) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or such other rules as may be adopted, or as such rules may be modified, by agreement between Landlord and Tenant), except as such rules may contemplate state court jurisdiction, and judgment on the award rendered by the arbitrator(s) may be entered in United States District Court for the District of Arizona. The place of arbitration shall be within, or within fifty (50) miles of, the jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community. The United States Arbitration Act (Title 9 United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Reference is made to 25 U.S.C. § 416a(c), the terms of which are incorporated herein by this reference. As an alternative to arbitration as provided for above in this Section 1.c., any controversy or claim between Landlord and Tenant arising out of or relating to the Lease, or the breach thereof, may be settled by submission to a court, panel or other commercial dispute resolution forum or process administered or approved from time to time by the Salt River Pima-Maricopa Indian Community.

2. Subordination. The Lease is and shall be subject and subordinate to (i) the Substitute Lease, and (ii) all renewals, modifications, replacements and extensions of the Substitute Lease. This subordination is and shall be self-operative and no further instrument of subordination is or shall be required. Landlord and Tenant agree to execute promptly any instrument that Master Lessor, the Community or the "Secretary" (defined below) may reasonably request to confirm such subordination.

3. Effect of Subordination. **TENANT HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED AND REVIEWED A COPY OF THE SUBSTITUTE LEASE AND UNDERSTANDS THE PROVISIONS CONTAINED THEREIN AS THEY RELATE TO TENANT'S PERFORMANCE UNDER THE LEASE AND TENANT'S REQUIRED COMPLIANCE WITH THE SUBSTITUTE LEASE.** Without limiting the generality of the foregoing or other provisions of this Addendum:

a. Notwithstanding anything in the Lease to the contrary, the term of the Lease, including any option period, shall not extend beyond the term of the Substitute Lease;

b. In no event shall Tenant's right, title and interest in and to the Premises be greater than the right, title and interest of the lessee under the Substitute Lease;

c. Nothing herein or in the Lease shall or shall be construed to limit the rights of Master Lessor under the Substitute Lease or affect the obligations or liabilities of lessee under the Substitute Lease; and

d. Upon any termination of the Substitute Lease, by cancellation, exercise of a Master Lessor remedy or otherwise, Tenant shall attorn to Master Lessor.

4. Inconsistent Provisions. Notwithstanding anything in the Lease to the contrary, this Addendum shall govern and control over any inconsistent or conflicting provisions in the Lease, and the Substitute Lease shall govern and control over any inconsistent provisions in the Lease or in this Addendum.

5. No Liens. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge that, except for leasehold encumbrances created strictly in accordance with the Substitute Lease

and applicable Community and federal law, no real property within the sovereign and jurisdictional boundaries of the Community, including without limitation the Premises and the Project, may be liened under any federal or state law, including but not limited to mechanics' and materialmen's liens, equitable liens, deeds of trust or mortgages. Nothing contained in this Addendum, the Lease or the Substitute Lease is or shall be construed as:

a. A waiver of immunity of trust or restricted property from mechanics' or materialmen's or other liens; or

b. As an obligation of (i) the Secretary of the Interior, United States Department of the Interior or his or her authorized representative, including the Community in the exercise of its Self-Governance Compact pursuant to the Indian Self-Determination and Education Assistance Act (the "Secretary"), or (ii) the Master Lessor, to post non-responsibility notices while the Premises are in a trust or restricted status.

6. Governmental Immunity.

a. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge that the Community is a federally recognized Indian tribe, and is generally immune from legal action.

b. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, shall limit, qualify, diminish, waive, impair or otherwise adversely affect the sovereignty, adjudicatory and regulatory jurisdiction, or sovereign immunity of the Salt River Pima-Maricopa Indian Community, or any of its entities, enterprises, affiliates or subdivisions, or the jurisdiction exercised by the Salt River Pima-Maricopa Indian Community Courts, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

c. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, is or shall be construed as consent or agreement by Master Lessor or the Community to the jurisdiction of any federal, state or municipal court, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

d. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, shall be construed as or result in an application of any state statutory or regulatory law or common law or police power (including without limitation judicial power) to (i) Master Lessor or the Community, or (ii) any right, title, interest, power, consent, authority, obligation or liability of Master Lessor or the Community, or (iii) the immunity or sovereignty of the Community, except only if, as and to the extent expressly agreed to in writing by the Community herein or in a previously executed instrument.

7. Utilities. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge, understand and agree that the Community reserves the right under Chapter 17, Section 17-5.1(b) of the Community's Code of Ordinances (and the Substitute Lease) to be the provider, whether directly or indirectly, of all utility services furnished to the Project and Premises, including without limitation gas, water, electric, telephone, cable, fiber optics and sewer facilities. As of the date hereof, the local access provider for telephone and other telecommunications facilities within the boundaries of the Community is Saddleback Communications (Contact: Operations Manager for information at 480-850-7000).

8. Taxes.

a. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge, understand and agree that:

- i. The Community is the taxing authority and may now and in the future impose and assess taxes on Landlord, Tenant, their property, and their businesses;
- ii. Taxing authority is an essential attribute of the Community's sovereignty; and
- iii. Neither Master Lessor nor the Community make any representations whatsoever as to any tax advantages that may be gained by entering into the Lease, although such advantages may exist from time to time.

b. Tenant shall make its own independent investigation and inquiry as to any and all tax matters of material concern to Tenant in entering into the Lease and review and understand the relevant provisions of the Substitute Lease and applicable law.

c. Tenant shall forthwith notify the **Office of the Treasurer, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, AZ 85256**, and the **Office of General Counsel, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, AZ 85256**, of any claim or assessment of taxes against the Premises by the State of Arizona or any of its political subdivisions or municipalities, and will forthwith send to the Office of the Treasurer of the Community and the Office of General Counsel of the Community copies of all notices or other documents received by it in connection with any such claim or assessment of taxes. Tenant will make no payment of taxes or assessments referred to in the immediately preceding sentence without approval of the Community and Master Lessor, unless such payment is made under protest that there is no right to assess or claim such taxes.

d. Tenant is responsible for collecting and remitting to the Community all taxes imposed on it under applicable Community ordinances. Tenant acknowledges, understands and agrees that taxes owed to the Community shall not be adjusted or abated if Tenant mistakenly pays taxes to another jurisdiction.

e. Tenant shall not impose upon or collect from enrolled members of the Community who present a valid Community identification, any sales, transaction privilege or similar tax of the State of Arizona or any subdivision of the State of Arizona. Tenant acknowledges that retail transactions at the Premises involving such Community members are exempt from such State taxes; provided, however, retail transactions at the Premises involving Community members are not exempt from Community sales, transaction privilege or similar taxes.

9. Indian Preference and Procurement Process.

a. Without limiting the generality of other provisions of this Addendum, Tenant acknowledges, understands and agrees that it must comply with the Indian employment and procurement preference provisions of Chapter 17, Section 17-5.1(a) of the Community's Code of Ordinances and of the Substitute Lease. Generally (and without limiting said provisions), said provisions impose requirements relating to (i) hiring, promotion and training of qualified members of the Community and qualified members of other federally recognized Indian tribes, and (ii) buying materials, goods and services from business enterprises owned by or which are divisions of the Community, or which are owned by members of the Community.

b. Tenant shall make its own independent investigation and inquiry as to any and all such employment and procurement preference matters and Tenant's compliance therewith in connection with its construction of, and intended business operations to be conducted at, the Premises as well as all other performance required by Tenant under the Lease.

10. Environmental Protection Requirements.

a. Without limiting the generality of other provisions of this Addendum, Tenant shall comply with all of the provisions of Article 54 (Environmental Protection Requirements) of the Substitute Lease, as said provisions directly or indirectly pertain to Tenant's use and occupancy of the Premises and common and other areas of the Project pursuant to the Lease, as if Tenant were lessee under the Substitute Lease, and all of said provisions of Article 54 (Environmental Protection Requirements) of the Substitute Lease are incorporated herein by this reference as absolute and unconditional obligations of Tenant which shall survive the expiration or earlier termination of the Lease.

b. Without limiting the generality of other provisions of this Addendum, Tenant shall notify the "EPNR" (as defined in the Substitute Lease) immediately (or no later than 9 a.m. the next business day if the incident occurs on a weekend or holiday) by fax ((480) 362-7584) and telephone (EPNR Manager: (480) 362-7625 or (480) 362-7609) confirmed by written notice to **Salt River Pima-Maricopa Indian Community, ATTN: EPNR, 10005 E. Osborn Road, Scottsdale, Arizona 85256** and Master Lessor within two (2) days after any of the following:

- i. A release or discharge by Tenant of any "Hazardous Materials" (as defined in the Substitute Lease), and in the event of such release or discharge **in addition to the foregoing fax, telephonic and written notices, Tenant shall immediately call 911 (or its successor) and identify the incident as occurring on the Salt River Pima-Maricopa Indian Community;**
- ii. Tenant's receipt of any order of a governmental agency requiring any "Remedial Work" (as defined in the Substitute Lease) pursuant to any violation by Tenant of "Hazardous Materials Laws" (as defined in the Substitute Lease);
- iii. Tenant's receipt of any notice of violation by Tenant of any Hazardous Materials Law;
- iv. Tenant's receipt of notice of any claims made by any third party against Tenant relating to any loss or injury resulting from the generation, release, storage or disposal at the Premises by Tenant of Hazardous Materials; or
- v. Delivery to the Premises of Hazardous Materials from any source, to the extent the same is required to be reported pursuant to the manifest requirements of 40 CFR § 261.

c. For purposes of this Paragraph 10, "Tenant" shall mean and include Tenant, Tenant's employees, representatives, agents, contractors, invitees and all persons holding under Tenant, and the respective managers, directors, officers and members of each of the foregoing.

11. Choice of Law. The Lease, this Addendum **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** and Master Lessor's and the Community's consent to the sublease of the Premises from Landlord to Tenant] shall be construed in accordance with applicable Community and federal laws, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing shall in no event subject Master Lessor or the Community to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Paragraph 6 above or elsewhere in this Addendum.

12. Indemnity and Waiver of Claims.

a. Tenant hereby agrees to indemnify and hold harmless the Master Lessor, the Community and the United States, and their respective members, officers, agents and employees, from and against any and all loss, damage or injury of any kind whatsoever to person or property of Landlord or Tenant, or any other person whomsoever, caused by Tenant's use of the Premises or by any defect in any structure erected thereon, or arising from accident, fire or other casualty on the Premises or from any other cause whatsoever.

b. Tenant hereby waives any and all claims against Master Lessor, the Community and the United States arising from the condition of the Premises and agrees to hold Master Lessor, the Community

and the United States free and harmless from any liability whatsoever for any loss, damage or injury arising from Tenant's use of the Premises, together with all costs and expenses in connection therewith.

c. Tenant expressly acknowledges, understands and agrees that the provisions of this Paragraph 12 shall survive the expiration or earlier termination of the Lease. For purposes of this Paragraph 12, "Tenant" shall mean and include Tenant, Tenant's employees, representatives, agents, contractors, invitees and all persons holding under Tenant, and the respective managers, directors, officers and members of each of the foregoing; and the term "Master Lessor" shall mean and include the past, present and future allotted landowners of the leased land under the Substitute Lease and their respective beneficiaries, trustees, employees, agents, successors and assigns.

13. Recitals; Beneficiaries; Extent of Consent; Statutory and Regulatory References.

a. Landlord and Tenant acknowledge and agree that the Recitals set forth at the beginning of this Addendum are true, correct and accurate.

b. Master Lessor, the Community and the United States of America (including without limitation the Secretary) are beneficiaries of this Addendum.

c. **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** Master Lessor's and the Community's consent to the sublease from Landlord to Tenant, as evidenced by the attached signature page(s), is only a consent to a sublease of the Premises from Landlord to Tenant, and is not a consent to or estoppel regarding the specific terms and conditions of the Lease, except in the event of attornment by Tenant to Master Lessor (in which event the terms and conditions of this Addendum and terms and conditions of the Substitute Lease shall remain binding upon Tenant as though they were fully set forth and incorporated into the Lease), and nothing in this Addendum or Master Lessor's or the Community's consent to the sublease from Landlord or Tenant is or shall be construed as an amendment, modification or waiver of any requirement of the Substitute Lease or applicable Community law, Tenant hereby acknowledging that it agrees to and is bound by all requirements of the Substitute Lease and Community law.]

d. References herein and in the Substitute Lease to specific statutes, regulations and ordinances refer to such statutes, regulations and ordinances as they may be amended, replaced, superseded or otherwise modified from time to time.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Lease set forth above.

TENANT:

By: _____
Printed Name: _____
Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ the _____ of _____
_____ a(n) _____, on behalf thereof.

Notary Public

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers:	_____	

[IF REQUIRED UNDER SECTION 15, ADD MASTER LESSOR CONSENT PAGE, AS FOLLOWS]

CONSENTED TO BY MASTER LESSOR:

By its signature below, Master Lessor (i) consents to the sublease from Landlord to Tenant, and (ii) agrees for Tenant's benefit that, provided that Tenant is not in default under the terms of the Lease beyond any applicable notice and cure period set forth therein, notwithstanding any default by Landlord under the Ground Lease or any termination or alteration of the Ground Lease, Master Lessor shall honor the Lease and shall not disturb the tenancy of Tenant under the Lease.

[Name of Spokesperson], Spokesperson

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____[Name of Spokesperson], on behalf of the Master Lessor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:_____

[repeat for each spokesperson]

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

[IF REQUIRED UNDER SECTION 15, ADD COMMUNITY CONSENT PAGE, AS FOLLOWS]

CONSENTED TO BY COMMUNITY:

By its signature below, the Community consents to the sublease from Landlord to Tenant.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ the _____ of the Salt-River
Pima Maricopa Indian Community, on behalf of the Community.

Notary Public
My Commission Expires: _____

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers:	_____	

EXHIBIT F

LEASEHOLD DEED OF TRUST ADDENDUM

LEASEHOLD DEED OF TRUST ADDENDUM

THIS LEASEHOLD DEED OF TRUST ADDENDUM is attached to and by this reference is made a part of that certain leasehold deed of trust dated _____, 20____ (the "Leasehold Deed of Trust") by _____, a _____ ("Trustor"), to and in favor of _____, a _____ ("Trustee") and _____, a _____ ("Beneficiary"), encumbering Trustor's leasehold interest (hereafter, "Trustor's leasehold interest") derived, either directly as lessee, or indirectly as a sublessee, pursuant to that certain unsubordinated ground lease generally known as Substitute Lease B-191-1, as the same may be amended, modified or replaced from time to time (the "Substitute Lease") between **[insert name of lessee under Substitute Lease]**, as lessee, and certain allotted landowners of land within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community (the "Community"), as lessor ("Master Lessor," which phrase, as used herein, shall include without limitation the authorized representatives of Master Lessor pursuant to the Substitute Lease). The premises demised by the Substitute Lease (described more particularly in the Substitute Lease, the "Leased Premises," which phrase, as used herein, shall include without limitation the "Subleased Premises" [defined below], if any) are located in the real estate project commonly known as _____ (the "Project"). If Trustor is a subtenant under the Substitute Lease, the premises demised by Trustor's sublease are herein referred to as the "Subleased Premises."

WHEREAS, absent the written consent of the Community, the Leasehold Deed of Trust is invalid and of no force or effect; and

WHEREAS, the Community is willing to consent to Trustor's encumbrance of Trustor's leasehold interest, but only upon Beneficiary's and Trustor's acknowledgment of and agreement to the following facts, terms and conditions.

NOW, THEREFORE, in consideration of the Community's consent to Trustor's encumbrance of Trustor's leasehold interest in favor of Beneficiary pursuant to the Leasehold Deed of Trust, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary, for themselves, their successors and assigns, and any purchaser at a foreclosure or trustee's sale of Trustor's leasehold interest, hereby acknowledge and agree as follows:

1. Indian Country; Applicable Law. The Project and the Leased Premises are located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community, and are subject to the statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes, ordinances and general police powers (including without limitation judicial powers) of the Community.

2. Limitations; Notice of Default. Notwithstanding anything in the Leasehold Deed of Trust to the contrary:

a. The Leasehold Deed of Trust does not extend to or affect all or any portion of the reversionary or fee interest and estate of Master Lessor in and to the Leased Premises, or in any way attach to or affect all or any portion of the Leased Premises upon and after any expiration of the Substitute Lease;

b. Beneficiary and Trustor each hereby acknowledges that it has received and reviewed a copy of the Substitute Lease and understands the provisions contained therein as they relate to the Leasehold Deed of Trust and compliance with the Substitute Lease;

c. In no event shall Beneficiary's right, title and interest in and to the Leased Premises be greater than the right, title and interest of the lessee under the Substitute Lease or Trustor's sublease under the Substitute Lease, whichever is applicable;

d. Nothing herein or in the Leasehold Deed of Trust shall or shall be construed to limit the rights of Master Lessor under the Substitute Lease or affect the obligations or liabilities of the lessee under the Substitute Lease;

e. Copies of any notice of default under the Leasehold Deed of Trust delivered to Trustor shall be delivered simultaneously to (i) **Master Lessor**, (ii) **Director, Community Development Department, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**, and (iii) **Office of General Counsel, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**; and

f. Absent the written consent of the Community and the Secretary of the Interior, United States Department of the Interior or his or her authorized representative (the "Secretary"), the Leasehold Deed of Trust (and any amendment or other purported modification thereof) is invalid and of no force or effect.

3. Inconsistent Provisions. Notwithstanding anything in the Leasehold Deed of Trust to the contrary, this Addendum shall govern and control over any inconsistent or conflicting provisions in the Leasehold Deed of Trust, and nothing in Leasehold Deed of Trust shall be deemed to have amended or otherwise modified the Substitute Lease.

4. No Other Liens. Nothing contained in this Addendum, the Leasehold Deed of Trust, the Substitute Lease or Trustor's sublease under the Substitute Lease (if any), is or shall be construed as a waiver of immunity of trust or restricted property from mechanics' or materialmen's or other liens, except as may be expressly provided herein.

5. Governmental Immunity.

a. Without limiting the generality of other provisions of this Addendum, Trustor and Beneficiary acknowledge that the Community is a federally recognized Indian tribe, and is generally immune from legal action.

b. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's

leasehold interest and the Leased Premises, shall limit, qualify, diminish, waive, impair or otherwise adversely affect the sovereignty, adjudicatory and regulatory jurisdiction, or sovereign immunity of the Salt River Pima-Maricopa Indian Community, or any of its entities, enterprises, affiliates or subdivisions, or the jurisdiction exercised by the Salt River Pima-Maricopa Indian Community Courts, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

c. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's leasehold interest and the Leased Premises, is or shall be construed as consent or agreement by Master Lessor or the Community to the jurisdiction of any state or municipal court, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

d. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's leasehold interest and the Leased Premises, shall be construed as or result in an application of any state statutory or regulatory law or common law or police power (including without limitation judicial power) to (i) Master Lessor or the Community, or (ii) any right, title, interest, power, consent, authority, obligation or liability of the Community, or (iii) the immunity or sovereignty of the Community, except only if, as and to the extent expressly agreed to in writing by the Community herein or in a previously executed instrument.

6. Choice of Law. This Addendum and the Community's consent to the encumbrance of Trustor's leasehold interest shall be construed in accordance with applicable Community and federal laws, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing shall in no event subject Master Lessor or the Community to state court jurisdiction or to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Paragraph 5 above or elsewhere in this Addendum.

7. [Reserved]

8. Waiver of Claims. Beneficiary and Trustor hereby waive any and all claims against Master Lessor, the Community and the United States arising from or relating to the condition of the Leased Premises.

9. Recitals; Beneficiaries; Extent of Consent.

a. Trustor and Beneficiary acknowledge and agree that the Recitals set forth at the beginning of this Addendum are true, correct and accurate.

b. Master Lessor, the Community and the United States of America (including without limitation the Secretary) are beneficiaries of this Addendum.

c. The Community's consent to the encumbrance of Trustor's leasehold interest, as evidenced by the attached signature page(s), is not a consent to or estoppel regarding the specific terms and conditions of the Leasehold Deed Of Trust, and nothing in this Addendum or any consent

to the encumbrance of Trustor's leasehold interest is or shall be construed as an amendment, modification or waiver of any requirement of the Substitute Lease or applicable Community law, Beneficiary and Trustor hereby acknowledging that Trustor's leasehold interest is subject to all requirements of the Substitute Lease and Community law.

[SIGNATURES ON FOLLOWING PAGES]

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Leasehold Deed of Trust set forth above.

TRUSTOR:

_____, a _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____, a _____, on behalf thereof.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Leasehold Deed of Trust set forth above.

BENEFICIARY:

By: _____
Printed Name: _____
Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____ a(n) _____, on behalf thereof.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

CONSENTED TO BY MASTER LESSOR:

By its signature below, Master Lessor consents to the encumbrance of Trustor's leasehold interest pursuant to the Leasehold Deed of Trust.

[Name of Spokesperson], Spokesperson

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ [Name of Spokesperson], on behalf of the Master Lessor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

[repeat for each spokesperson]

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers: _____		

CONSENTED TO BY COMMUNITY:

By its signature below, the Community consents to the encumbrance of Trustor's leasehold interest pursuant to the Leasehold Deed of Trust.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of the Salt-River Pima Maricopa Indian Community, on behalf of the Community.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

EXHIBIT G

SPOKESPERSONS

Spokesperson #1 (to be determined through election concurrent to lease process)

Arnold Makil

Vernice Cheryl Sampson

Spokesperson #4 (to be determined through election concurrent to lease process)

Spokesperson #5 (to be determined through election concurrent to lease process)

EXHIBIT H

SCHEDULE OF LEASE YEARS

Lease Year 1	7/12/1996 - 6/30/98	Lease Year 34	7/1/30 - 6/30/31	Lease Year 67	7/1/63 - 6/30/64
Lease Year 2	7/1/98 - 6/30/99	Lease Year 35	7/1/31 - 6/30/32	Lease Year 68	7/1/64 - 6/30/65
Lease Year 3	7/1/99 - 6/30/00	Lease Year 36	7/1/32 - 6/30/33	Lease Year 69	7/1/65 - 6/30/66
Lease Year 4	7/1/00 - 6/30/01	Lease Year 37	7/1/33 - 6/30/34	Lease Year 70	7/1/66 - 6/30/67
Lease Year 5	7/1/01 - 6/30/02	Lease Year 38	7/1/34 - 6/30/35	Lease Year 71	7/1/67 - 6/30/68
Lease Year 6	7/1/02 - 6/30/03	Lease Year 39	7/1/35 - 6/30/36	Lease Year 72	7/1/68 - 6/30/69
Lease Year 7	7/1/03 - 6/30/04	Lease Year 40	7/1/36 - 6/30/37	Lease Year 73	7/1/69 - 6/30/70
Lease Year 8	7/1/04 - 6/30/05	Lease Year 41	7/1/37 - 6/30/38	Lease Year 74	7/1/70 - 6/30/71
Lease Year 9	7/1/05 - 6/30/06	Lease Year 42	7/1/38 - 6/30/39	Lease Year 75	7/1/71 - 6/30/72
Lease Year 10	7/1/06 - 6/30/07	Lease Year 43	7/1/39 - 6/30/40	Lease Year 76	7/1/72 - 6/30/73
Lease Year 11	7/1/07 - 6/30/08	Lease Year 44	7/1/40 - 6/30/41	Lease Year 77	7/1/73 - 6/30/74
Lease Year 12	7/1/08 - 6/30/09	Lease Year 45	7/1/41 - 6/30/42	Lease Year 78	7/1/74 - 6/30/75
Lease Year 13	7/1/09 - 6/30/10	Lease Year 46	7/1/42 - 6/30/43	Lease Year 79	7/1/75 - 6/30/76
Lease Year 14	7/1/10 - 6/30/11	Lease Year 47	7/1/43 - 6/30/44	Lease Year 80	7/1/76 - 6/30/77
Lease Year 15	7/1/11 - 6/30/12	Lease Year 48	7/1/44 - 6/30/45	Lease Year 81	7/1/77 - 6/30/78
Lease Year 16	7/1/12 - 6/30/13	Lease Year 49	7/1/45 - 6/30/46	Lease Year 82	7/1/78 - 6/30/79
Lease Year 17	7/1/13 - 6/30/14	Lease Year 50	7/1/46 - 6/30/47	Lease Year 83	7/1/79 - 6/30/80
Lease Year 18	7/1/14 - 6/30/15	Lease Year 51	7/1/47 - 6/30/48	Lease Year 84	7/1/80 - 6/30/81
Lease Year 19	7/1/15 - 6/30/16	Lease Year 52	7/1/48 - 6/30/49	Lease Year 85	7/1/81 - 6/30/82
Lease Year 20	7/1/16 - 6/30/17	Lease Year 53	7/1/49 - 6/30/50	Lease Year 86	7/1/82 - 6/30/83
Lease Year 21	7/1/17 - 6/30/18	Lease Year 54	7/1/50 - 6/30/51	Lease Year 87	7/1/83 - 6/30/84
Lease Year 22	7/1/18 - 6/30/19	Lease Year 55	7/1/51 - 6/30/52	Lease Year 88	7/1/84 - 6/30/85
Lease Year 23	7/1/19 - 6/30/20	Lease Year 56	7/1/52 - 6/30/53	Lease Year 89	7/1/85 - 6/30/86
Lease Year 24	7/1/20 - 6/30/21	Lease Year 57	7/1/53 - 6/30/54	Lease Year 90	7/1/86 - 6/30/87
Lease Year 25	7/1/21 - 6/30/22	Lease Year 58	7/1/54 - 6/30/55	Lease Year 91	7/1/87 - 6/30/88
Lease Year 26	7/1/22 - 6/30/23	Lease Year 59	7/1/55 - 6/30/56	Lease Year 92	7/1/88 - 6/30/89
Lease Year 27	7/1/23 - 6/30/24	Lease Year 60	7/1/56 - 6/30/57	Lease Year 93	7/1/89 - 6/30/90
Lease Year 28	7/1/24 - 6/30/25	Lease Year 61	7/1/57 - 6/30/58	Lease Year 94	7/1/90 - 6/30/91
Lease Year 29	7/1/25 - 6/30/26	Lease Year 62	7/1/58 - 6/30/59	Lease Year 95	7/1/91 - 6/30/92
Lease Year 30	7/1/26 - 6/30/27	Lease Year 63	7/1/59 - 6/30/60	Lease Year 96	7/1/92 - 6/30/93
Lease Year 31	7/1/27 - 6/30/28	Lease Year 64	7/1/60 - 6/30/61	Lease Year 97	7/1/93 - 6/30/94
Lease Year 32	7/1/28 - 6/30/29	Lease Year 65	7/1/61 - 6/30/62	Lease Year 98	7/1/94 - 6/30/95
Lease Year 33	7/1/29 - 6/30/30	Lease Year 66	7/1/62 - 6/30/63	Lease Year 99	7/1/95 - 7/11/2095

EXHIBIT I

HOTEL SUBSTITUTE LEASE FOR THE RESORT PROPERTY

SUBSTITUTE BUSINESS LEASE B-191-2

(Resort Property)

Between

CERTAIN ALLOTTED LANDOWNERS OF LAND

WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

(“Lessor”)

and

SALT RIVER COMMUNITY GOLF ENTERPRISES

(“Lessee”)

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SUBSTITUTE BUSINESS LEASE B-191-2

THIS SUBSTITUTE BUSINESS LEASE B-191-2 (“Hotel Substitute Lease” or “Lease”) is made and entered into as of the Effective Date by and between CERTAIN ALLOTTED LANDOWNERS OF LAND WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY identified in the Master Lease on Exhibit K attached thereto (each, individually, an “Allottee” or “Allotted Landowner”), hereinafter collectively called the “Lessor,” and SALT RIVER COMMUNITY GOLF ENTERPRISES, a Division of the Salt River Pima-Maricopa Indian Community, hereinafter called the “Lessee,” under the provisions of the Act of November 2, 1966 (80 Stat. 1112), as amended (25 U.S.C. 416, et seq.), as supplemented by Part 162--Leases and Permits, of the Code of Federal Regulations (“CFR”), Title 25 - Indians, and any amendments thereto relative to business leases on restricted Indian lands, all of which by reference are made a part hereof.

RECITALS

- A. Lessor and Salt River Community Golf Enterprises, a Division of the Salt River Pima-Maricopa Indian Community, entered into Business Lease B-191-1 as approved by the Secretary on July 12, 1996 (“Master Lease”).
- B. The Master Lease was amended and restated as the Amended and Restated Business Lease B-191-1 on _____ (“A&R Lease”), comprising 388.6196 acres, more or less, as set forth on Exhibit B (the “A&R Leased Premises”).
- C. Article 8 of the A&R Lease provides for reasonable subdivisions of the A&R Leased Premises pursuant to Substitute Leases.
- D. Article 46 of the A&R Lease provides that a majority of the Spokespersons identified on Exhibit G attached hereto, having previously been granted an irrevocable Durable Power of Attorney by the individual Allotted Landowners which comprise Lessor, are authorized to execute a Substitute Lease on behalf of Lessor.
- E. Lessor, represented by the Spokespersons, and Lessee desire to enter into this Lease, which is (1) a Substitute Lease as defined in Article 8 of the A&R Lease, and (2) the Hotel Substitute Lease referred to in the A&R Lease, for a portion of the A&R Leased Premises.
- F. This Lease relates only to the approximate 46-acre parcel that comprises the Leased Premises under this Lease. From and after the approval of this Lease, the A&R Lease shall terminate with respect to the Leased Premises and be superseded by the terms of this Lease.

1. Definitions. For the purpose of this Lease, the following terms shall have the meanings set forth below:

1.1 Additional Rent: All sums that are not Basic Rent – Commercial Property, and Rental payable pursuant to Section 5.3, Section 7.4, Section 7.5, Section 8.2 (other than Additional Rent payable pursuant to Section 8.2(e)), and Section 8.3 (other than Additional Rent

payable pursuant to Section 8.3(c)(iii)), if any, that this Lease requires Lessee to pay Lessor or a third party, whether or not expressly called Additional Rent, including without limitation, Additional Rent, if any, under Section 5.2(a)(ii), Section 8.2(e), and Section 8.3(c)(iii).

1.2 Additional Rent – Commercial Buildings. As described in Section 5.2.

1.3 Adjusted Prepaid Rent Amount. The Adjusted Prepaid Rent Amount will be calculated as follows: (a) Prepaid Rent Amount, times (b) a percentage equal to (x) 100% plus (y) 2% times the number of annual anniversaries of the Effective Date that have occurred prior to and on the date of calculation, without compounding. For example, on the day after the 7th anniversary of the Effective Date, the Adjusted Prepaid Rent Amount will equal (a) Prepaid Rent Amount, times (b) 114%.

1.4 Approved Encumbrance. As provided in Section 19.2 below.

1.5 Approved Encumbrancer. As provided in Section 19.2 below.

1.6 Approved Hotel Operator. The entity entering into a Hotel management agreement with Lessee, Developer Sublessee or Sublessee to operate and manage a Hotel on the Leased Premises, which management agreement must be for a term that is less than the remaining Lease Term. Once the entity and Hotel management agreement is approved by Lessee the entity becomes an Approved Hotel Operator and the management agreement an Approved Hotel Management Agreement.

1.7 Approved Sublease or Sublease. A sublease of all or any part of the Leased Premises meeting the requirements of Section 15.1 below.

1.8 Basic Rent – Commercial Property. As provided in Section 5.2 below.

1.9 Reserved.

1.10 Certificate of Occupancy. A certificate of occupancy, temporary certificate of occupancy or certificate of substantial completion of permanent vertical improvements issued by the Community department authorized to issue such permits to Lessee, Developer Sublessee or a Sublessee.

1.11 Commercial Buildings. All buildings and other improvements constructed on the Leased Premises for the uses allowed in the zoning classification applicable to the Leased Premises, as amended by any variances, special or conditional uses requested by Lessee through the Community's zoning, development or planning processes, excluding any future Hotel and ancillary improvements on the Leased Premises.

1.12 Community. The Salt River Pima-Maricopa Indian Community, a federally recognized Indian tribe.

1.13 Covenants, Conditions and Restrictions or CC&Rs. As described in Section 47 below.

1.14 Delayed Payment Fee. An annual delay fee (prorated as necessary to apply to only the applicable portion of any year) equal to the sum of 1% of the Adjusted Prepaid Rent Amount per year accruing beginning on the 4th anniversary of the Effective Date and terminating on the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. The Delayed Payment Fee shall be paid by Lessee to Lessor annually, if required under Section 5.3(a), commencing on the 5th anniversary of the Effective Date, and thereafter on subsequent anniversaries of the Effective Date until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. The final payment of Delayed Payment Fee for the applicable portion of the applicable year shall be paid upon the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective.

1.15 Developer Sublessee. A Sublessee of a portion of the Leased Premises that, pursuant to its Sublease, constructs (a) one or more Commercial Buildings, or (b) any future Hotel and ancillary improvements on the Resort Property.

1.16 Effective Date. The date the Secretary, through his duly authorized representative, approves this Lease.

1.17 Fair Market Rental. As defined in 25 CFR 162.003, and determined consistent with 25 CFR 162.421, 25 CFR 162.422, 25 CFR 162.426, 25 CFR 162.428, and this definition of Fair Market Rental. Fair Market Rental shall be determined:

(a) At any time in Lessee's discretion in connection with potential development of all or any portion of the Leased Premises with Commercial Buildings pursuant to Section 8.2(b) or Section 8.3(b), it shall be a condition to Lessee's right to commence development of Commercial Buildings that Lessee shall engage an appraiser approved by SRPMIC and Lessee to determine the Fair Market Rental Value of the relevant portion of the Premises pursuant to then-prevailing professional appraisal practices (as determined by the standards and practices of the Appraisal Institute or its successor organization, if then still in existence) and also in accordance with applicable federal regulations. If the Lessee fails to do so, then such appraisal may be commissioned by the Spokespersons at the Lessee's cost. The appraisal shall be subject to review and approval by the Secretary to confirm compliance with applicable regulations and the provisions of this Lease. The amount of the annual Basic Rent shall be Fair Market Rental Value.

(b) [Reserved]

(c) As expressly provided in Section 7.5, but subject to Section 8.2 and Section 8.3, if Lessee has not obtained a Certificate of Occupancy for the Hotel on or before the 17th anniversary of the Effective Date, then Lessee shall engage an appraiser approved by SRPMIC and Lessee to determine the Fair Market Rental Value of the Resort Property as of the 17th anniversary of the Effective Date pursuant to then-prevailing professional

appraisal practices (as determined by the standards and practices of the Appraisal Institute or its successor organization, if then still in existence) and also in accordance with applicable federal regulations. If the Lessee fails to do so, then such appraisal may be commissioned by the Spokespersons at the Lessee's cost. The appraisal shall be subject to review and approval by the Secretary to confirm compliance with applicable regulations and the provisions of this Lease.

1.18 Fair Market Rental Value. With respect to the land being appraised, the annual rent value per acre under then prevailing market conditions, subject to the terms of this Lease, excluding all value attributable to improvements and to rental revenues being generated by buildings on the Premises, but including the value of roadways, parking areas, utility facilities and drainage facilities outside the Premises serving the land. Fair Market Rental Value shall be a single per-acre annual amount, applicable to all parcels that are subject to the appraisal, within a specific use category subject to the terms and conditions of this Lease.

1.19 Golf Course Property or Golf Course(s). That portion of the A&R Leased Premises consisting of approximately 342.3184 acres, more or less, which has been developed by Lessee prior to the date of A&R Lease with two 18-hole golf courses, a driving range, putting course, chipping range, golf school, clubhouse, golf pro shop, a restaurant, ancillary offices and meeting rooms, and golf course maintenance facilities, which now or in the future is operated for the primary business of golf and ancillary uses.

1.20 Governmental Authority. Any governmental or quasi-governmental entity, regardless of how constituted, having or claiming jurisdiction over the Leased Premises or any portion thereof, or over the design, planning, construction, use, operation, maintenance or occupancy of all or any portion of the Leased Premises.

1.21 Gross Rental Receipts.

(a) With respect to any Commercial Building, excluding any Hotel, Gross Rental Receipts shall consist of all income including money and any other things of value, received by or paid to Lessee, a Developer Sublessee or their respective Affiliates ("L.D.S.&A"), whether individuals, corporations, partnerships, or other legal entities, or received by or paid to others for Lessee's, such Developer Sublessee's or their respective Affiliates' use and benefit, derived from the subleasing, subrenting, permitting, contracting or other use of the Commercial Buildings or any portion thereof, except that there shall be excluded from the computation of Gross Rental Receipts:

(i) all taxes paid to a L.D.S.&A by their tenants or sublessees which are then paid to the appropriate taxing authority,

(ii) payments received from tenants and sublessees for common area costs, which are used to pay or reimburse such costs, provided that costs expended and the purpose for the costs are consistent with the cost charged and the purposes for which they are expended in similar businesses in metropolitan Phoenix; further, "common area costs" for purposes of calculating Gross Rental Receipts shall specifically exclude amounts paid to landlord for reserves for future

expenses unless and until applied to such expenses and shall exclude landlord's administrative costs other than usual and customary property management fees,

(iii) payment received from Developer Sublessees and/or Sublessees by Lessor or a Developer Sublessee in reimbursement of actual costs of construction of horizontal outside improvements -- curbs, gutters, landscape and landscaping, drainage facilities, utilities and parking lots, parking lot lighting, roads striping and directional signage,

(iv) the proceeds of any financing or refinancing, and

(v) contracting fees not exceeding the expense if the work had been performed by a non-affiliated contractor.

In no event shall the revenue or income of a business leasing and occupying leased space on the Leased Premises that is derived from such occupant's own business operations be deemed to be "derived from the subleasing, subrenting, permitting, contracting or other use of the Commercial Buildings or any portion thereof," it being the intention of the parties that with respect to any use other than: a Hotel, Additional Rent shall be based solely on rental revenue received by the occupant's landlord, subject to the exclusions above.

(b) In the case of multi-tenant office buildings, there shall be excluded from Gross Rental Receipts a portion of operating costs for the building and the parcel on which it is located equal to the total operating costs multiplied by the load factor as established for that building for purposes of relating "rentable area" to "usable area", but operating costs paid by tenants of the building shall otherwise be included in Gross Rental Receipts and do not fall within the term "common area costs" as used above. Generally, the "load factor" of a multi-tenant office building is the percentage of floor area of the building (including lobbies, corridors, and common restrooms) that is not contained within space that is leased or available for lease to tenants.

(c) In order to avoid including the same revenue in Gross Rental Receipts more than once, Gross Rental Receipts consist of all such amounts paid by the tenants of a Sublessee (either directly or indirectly as provided above), but do not also include amounts paid, in turn, by the Sublessee to or for the account of Lessee.

(d) In the case of a parcel subject to a Substitute Lease that is ground subleased to the operator of one or more restaurants on the parcel, such ground Sublessee shall be deemed, for purposes of calculating Gross Rental Receipts and Additional Rent for that parcel, to pay rental at then-prevailing market rates for comparable fully-improved and equipped restaurant facilities in the Phoenix metropolitan area.

1.22 Reserved.

1.23 Hotel. An establishment providing accommodations and other services for travelers, tourists and other guests, including, without limitation, suites, lodging (not exceeding the Community's lodging use restrictions), restaurants and eating establishments, spa, gift shops,

meeting, banquet, ballrooms, recreational facilities and any other facilities constructed or to be constructed on the Resort Property for the primary business of a resort hotel and ancillary uses.

1.24 Hotel Gross Revenues. As provided in Section 32.5(b).

1.25 Hotel Rent. As provided in Section 5.3, Section 7.4, and Section 7.5 below.

1.26 Hotel Substitute Lease. This Lease. Except as provided in Sections 7.5, 8.2 and 8.3, this Lease requires that the Lessee prepay rent in one upfront payment (as well as the Delayed Payment Fee, if applicable). This onetime Adjusted Prepaid Rent Amount payment represents all rent and other charges that would have otherwise been paid by Lessee to Lessor during the term of the Hotel Substitute Lease and subsequently distributed by the Community to the Lessor. Upon Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no addition payments, rents, fees, or charges will be paid by Lessee under the Hotel Substitute Lease and Lessor will receive no additional distributions arising from the Hotel Substitute Lease during the remaining term of the Hotel Substitute Lease. In addition, and notwithstanding any terms to the contrary in this Lease, the Lessee will not be required to obtain the required approvals or consents from the Lessor or their Spokespersons under Sections 1.6, 4, 8, 10, 15, 19, 44 and 55, any time after the date the Adjusted Prepaid Rent Amount is paid.

1.27 Reserved.

1.28 Lease. This Substitute Business Lease B-191-2. This Lease may also be referred to as the Hotel Substitute Lease.

1.29 Lease Term. As provided in Section 3 below.

1.30 Lease Year. Each period of 12 consecutive months, commencing on each July 1 and ending on the next succeeding June 30, except that the first Lease Year was from July 12, 1996 until June 30, 1998. For clarity, see Exhibit H.

1.31 Leased Premises or Premises. That certain property located in Maricopa County, Arizona, and legally described on Exhibit C attached hereto, together with a right of ingress and egress thereto and all easements, rights-of-way, privileges, licenses, appurtenances, water and well rights and other rights and benefits belonging to, running with or in any way related to such real property and all of the improvements now or hereafter located thereon. Without limiting the foregoing, the Leased Premises includes a nonexclusive interest, throughout the Lease Term, in portions of the Golf Course Property (including existing and future roadways, and other areas of the Golf Course Property specifically agreed to in writing by Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, and its successors and assigns) for access, ingress, egress and utilities ("Resort Property Access and Infrastructure Rights"). The Resort Property Access and Infrastructure Rights shall be specifically documented prior to commencement of construction on the Leased Premises in a recordable writing reasonably satisfactory to Lessee and Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, executed by Lessee, Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, and the Spokespersons on behalf of Lessor, and consented to by SRPMIC and the Secretary, which

consent shall not be unreasonably withheld, conditioned or delayed. Total acreage of the Leased Premises, exclusive of Golf Course Property used for Resort Property Access and Infrastructure Rights, is 46.3012 acres, more or less.

1.32 Legal Requirements. All statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of federal and Community governmental entities and other governmental entities having jurisdiction affecting either the Leased Premises or the construction, use, occupancy, repair, renovation, replacement or alteration thereto, whether now or hereafter enacted and enforced, including any of the same which may (i) require repairs, modifications or alterations in or to any portion of the Leased Premises, or (ii) in any way limit, restrict or impose conditions upon the use and authorizations and regulations relating to the Leased Premises, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Lessee (other than encumbrances created by Lessor without the consent of Lessee), at any time in force or effect pertaining to the Leased Premises or any portion thereof or interest therein.

1.33 Lessee. Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, and its permitted successors and assigns, including without limitation a Preapproved Transferee.

1.34 Lessor. Those certain Allotted Landowners of land within the Salt River Pima-Maricopa Indian Community identified in the A&R Lease on Exhibit K attached thereto.

1.35 Material Lease Amendment: Any amendment to this Lease that (a) reduces payments (including Rent) to Allotted Landowners, (b) modifies the Lease Term, (c) increases or decreases the area of the Leased Premises, (d) changes the dispute resolution procedures under this Lease, or (e) would violate 25 C.F.R. 162.446(d), if not executed by the Allotted Landowners; provided, however, any amendments or modifications to Exhibits A, E, and F or determination of Fair Market Rental shall not be considered to be a Material Lease Amendment.

1.36 Reserved.

1.37 Person. An individual, corporation, partnership, joint venture, association, firm, joint stock company, trust, unincorporated association or other legal entity.

1.38 Preapproved Transferee: Any one or more of the following three entities: Warnick-DeRito, LLC, an Arizona limited liability company; DP 167, LLC, an Arizona limited liability company; and/or DP 168, LLC, an Arizona limited liability company.

1.39 Prepaid Rent Amount. \$6,000,000.

1.40 Price Index: The consumer price index compiled and published by the United States Department of Labor, Bureau of Labor Statistics, designated Consumer Price Index - U.S. City Average All Urban Consumers (CPI-U) 1982 to 1984 = 100, all items, or, if said consumer price index ceases to be published and there is no successor index, a reasonably equivalent index published by an authoritative third party that the Community reasonably

designates. The Price Index for any date means the Price Index last published before the calendar month that includes such date.

1.41 Prime Rate. The rate of interest regularly published in the Wall Street Journal under “Money Rates” as the “Prime Rate” and defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks, or if such rate is no longer published, then a reasonably equivalent rate published by an authoritative third party.

1.42 Removable Personal Property. All personal property, of every kind and nature, belonging to Lessee or any Sublessee, excluding, however, property which normally would be attached or affixed to the buildings, improvements or the Leased Premises in such a manner that such property 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 the Leased Premises.

1.43 Rent or Rental. Rent or Rental includes (a) for Commercial Buildings, Rent will be as determined pursuant to Sections 1.18 and 5.2; (b) for Resort Property, Rent is Hotel Rent or, under the circumstances provided in Section 8.2 and Section 8.3, Basic Resort Property Rent and Additional Rent for the Resort Property (if any) and as otherwise provided in Section 8.2 and Section 8.3.

1.44 Rental Bond. As provided in Section 12 below.

1.45 Required Consent. Any governmental approval or other consent, license, grant, authorization or agreement from any Governmental Authority or any public or private provider of public utility services, the procurement or maintenance of which may reasonably be necessary, desirable or appropriate as a condition or prerequisite to the proper development, improvement, use, occupancy or operation of all or any portion of the Leased Premises in accordance with the provisions of this Lease.

1.46 Resort Property. The Leased Premises, totaling 46.3012 acres, more or less, as described and depicted on Exhibit C.

1.47 Secretary. The Secretary of the Interior, United States Department of the Interior or his or her authorized representative.

1.48 Spokespersons. That board of persons duly elected by the Allotted Landowners with the authority to act on behalf of the Allotted Landowners in accordance with Section 46.

1.49 Sublessee. A lessee of all or any portion of the Leased Premises pursuant to an Approved Sublease.

1.50 Substitute Lease. As described in Section 8 below.

1.51 Superintendent. The Superintendent, Field Administrator, Coordinator or other officer in charge of the Salt River Agency, Bureau of Indian Affairs.

2. Demise of Leased Premises. For and in consideration of the Rent and agreements hereinafter set forth, the Lessor hereby leases the Leased Premises to the Lessee, and the Lessee hereby leases and accepts the Leased Premises from Lessor.

3. Lease Term. The term of this Lease shall be 99 years beginning on July 12, 1996 (the date the Master Lease was first approved by the Secretary) and expiring July 11, 2095 (the "Lease Term").

4. Permitted Uses of Leased Premises.

4.1 The purpose of this Lease is to bring about the commercial development of the Leased Premises. The future development and use of the Leased Premises will be consistent with the plan of development provided for in this Lease, the permitted uses described herein, and with the zoning ordinances of the Community.

4.2 The development and use of the Leased Premises will be in compliance with the zoning ordinances and other Legal Requirements of the Community. The permitted uses are as allowed by the zoning code for the zone applicable to the Leased Premises, as amended by any variances, special or conditional uses, or other similar conditions placed on the development by the Community through the Community's zoning, development or planning processes. In addition, the Lessee or each Sublessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 25 CFR 162.014 in compliance with 25 CFR 162.413(c)(3).

4.3 The Lessee shall develop all of the structures on the Leased Premises except that Lessee may, with the approvals required pursuant to Section 15 and all other applicable provisions of this Lease, sublease any portions of the Leased Premises to a Developer Sublessee for the development of any of the permitted uses. Any Sublessee under this Lease will be subject to the use requirements of this Lease and the zoning and other development and planning ordinances of the Community. If the Lessee or any Sublessee uses the Leased Premises for any use inconsistent with the provisions of this Section 4 without the prior written permission of the Spokespersons and the Community, such misuse shall constitute a default and a breach of this Lease.

4.4 Lessee agrees not to use or cause to be used any part of the Leased Premises for any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises (25 CFR 162.413(c)(2)).

5. Rent. Unless otherwise expressly provided herein or unless otherwise specified by the Community in writing, all monies payable under this Lease as Rent or otherwise shall be paid without notice, demand, offset, defense, claim, counterclaim, reduction, or deduction of any kind whatsoever, in lawful money of the United States of America and shall be payable to **Finance Department, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**, which shall receive all payments for and on behalf of Lessor, each of whom hereby acknowledges that such payment shall constitute payment in fact and each of whom hereby irrevocably, for the Lease Term, designates the Community as its agent and attorney-in-fact for the receipt of such payments. The Community shall be responsible for the distribution of

such payments to the Allotted Landowners constituting the Lessor in such a manner that each of such Allotted Landowners shall receive of the total payment a share equal to each such Allotted Landowner's interest share in the Leased Premises. Lessor agrees that no Event of Default shall occur and no enforcement action against Lessee shall be made by or on behalf of Lessor in the event the Community fails to pay any sum due to Lessor herein, where such sums have been tendered by Lessee to the Community in accordance with the provisions of this Section 5. Lessor agrees that no enforcement action or default against Lessee shall be made by or on behalf of Lessor in the event the Community fails to pay any sum due to Lessor herein, where such sums have been tendered by Lessee to the Community in accordance with the provisions of this Section 5. All Rent of every category and description shall be payable to the Lessor in accordance with the respective ownership interests of each of the Allotted Landowners comprising the Lessor and without regard to the ownership of the portions of the Leased Premises.

5.1 Reserved.

5.2 Commercial Buildings.

(a) Basic Rent – Commercial Property. As provided in Section 8.2(b) and Section 8.3(b), as an alternative to development of the Leased Premises with a Hotel, all or any portion of the Leased Premises may be developed with Commercial Buildings. Fair Market Rental Value of any such portion of the Leased Premises that Lessee desires to develop with Commercial Buildings shall be determined in accordance with the definition of Fair Market Rental, provided:

(i) Reserved;

(ii) Since development of all or any portion of the Leased Premises with Commercial Buildings is uncertain as of the Effective Date, the Basic Rent and Additional Rent for the developed Commercial Buildings acreage of the Leased Premises will be established at the time of development, without the need for an amendment. At that time, Lessee may propose that Additional Rent be waived. Otherwise, Lessee will provide Lessor with a development proposal for each Commercial Buildings development project, including projected investments, revenues, operating costs, etc., together with a proposal for Additional Rent based on a percentage of Gross Rental Receipts, as defined in this Lease. The Additional Rent provisions for the portion of the Leased Premises that is redeveloped with Commercial Buildings will be structured in a manner similar to the Additional Rent provisions for the Golf Course Property, found in Section 5.1 of the A&R Lease, and made consistent with the Basic Rent for the redeveloped property established pursuant to this Section 5.2. Lessor, through its Spokespersons, and the Secretary may accept the Lessee's proposal as to any waiver of Additional Rent, or the structure of any proposed Additional Rent. If Lessee's proposal is not accepted, Lessor or the Secretary may submit a counter-proposal and request a 60-day negotiation period, and if an agreement is not reached within that negotiation period, the matter of an appropriate rent shall be decided by arbitration pursuant to Section 38;

(iii) The Fair Market Rental Value for any such portion of the Leased Premises that is developed with Commercial Buildings (“Basic Rent – Commercial Property”) shall become effective upon issuance of a Certificate of Occupancy for the developed premises (“CPR Effective Date”), and pending issuance of a Certificate of Occupancy for the developed premises rent shall continue to be payable and paid at the rate in place immediately prior to development; and

(iv) Basic Rent – Commercial Property shall be reviewed and adjusted at the beginning of the Lease Year following the 11th anniversary of the CPR Effective Date (“CPR Year 11”) based on positive changes in the Price Index. After the initial adjustment in CPR Year 11, Basic Rent – Commercial Property shall be reviewed and adjusted at the beginning of each succeeding 5th Lease Year period thereafter (each such review and adjustment date, including in CPR Year 11, a “CPR Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first CPR Review Date in CPR Year 11, the Price Index for July of the Lease Year following the CPR Effective Date (“First CPR Base Index”); and (b) for subsequent CPR Review Dates, the Price Index for July of the prior CPR Review Date. For example, if the CPR Effective Date is January 31, 2035, then the initial price index is July 2046 as the numerator and July 2035 as the denominator. At the subsequent review periods, the price index is July 2051 as the numerator and July 2046 as the denominator, and so forth. On each CPR Review Date, the then current Basic Rent – Commercial Property, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

CPR Year	Calculation
11	$\left(\frac{\text{Price Index first CPR Review Date (CPR Year 11)}}{\text{First CPR Base Index}} \right) \times \text{current Basic Rent – Commercial Property}$
16	$\left(\frac{\text{Price Index CPR Year 16 Review Date}}{\text{Price Index first CPR Review Date}} \right) \times \text{current Basic Rent – Commercial Property}$
21	$\left(\frac{\text{Price Index CPR Year 21 Review Date}}{\text{Price Index CPR Year 16 Review Date}} \right) \times \text{current Basic Rent – Commercial Property}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current CPR Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Basic Rent –

Commercial Property for any 5 year review period be less than the Basic Rent – Commercial Property for the preceding five year review period. In the event the Price Index for a CPR Review Date reflects a negative percentage change when compared to the applicable Base Index, Basic Rent - Commercial Property for the then commencing five year period shall equal the Basic Rent - Commercial Property for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 5.2(a)(iv) exceed 10% for any five year period, nor shall the adjustment for the first CPR Review Date exceed 20% of the prior year's Basic Rent-Commercial Property.

(b) Commercial Property Fair Market Rental Value Determination. Fair Market Rental Value shall be determined in accordance with Section 1.17(a), and the parties shall work in good faith to accomplish the Fair Market Rental Value determination.

5.3 Hotel Rent. The rent as set forth below shall be deemed “Hotel Rent” for the Hotel Substitute Lease. The two categories of land for purposes of Hotel Rent under the Hotel Substitute Lease are:

(a) From Effective Date until the Hotel's Certificate of Occupancy has been issued by the Salt River Pima-Maricopa Indian Community. The Hotel Rent for the Leased Premises shall be \$750.00 per acre per year. Hotel Rent shall be payable monthly, in advance and shall be prorated to reflect that portion of the Lease Year for which Hotel Rent under this Section 5.3(a) shall apply. Such Hotel Rent shall be effective upon the Effective Date. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the Effective Date) until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective, the Hotel Rent payable under this Section 5.3(a) shall be increased by 2% of the then payable Hotel Rent. In addition to Hotel Rent under this Section 5.3(a), if Lessee has not made the Adjusted Prepaid Rent Amount payment under Section 5.3(b), then Lessee must pay the Delayed Payment Fee commencing on the 5th anniversary of the Effective Date and each anniversary thereafter until the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.4, Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective.

(b) Adjusted Prepaid Rent Amount Payment on the date of the Hotel's Certificate of Occupancy being issued by the Salt River Pima-Maricopa Indian Community. Not later than within 30 days of issuance of a Certificate of Occupancy by the Community for a Hotel on the Leased Premises, the Lessee will pay a onetime rent prepayment in the amount of the Adjusted Prepaid Rent Amount to Lessor representing the present value of rent for the remainder of the term of this Lease. This onetime payment of the Adjusted Prepaid Rent Amount represents all rent and other charges that would have otherwise been paid by Lessee to Lessor during the term of the Hotel Substitute Lease and subsequently distributed by the Community to the Lessor. Upon Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no additional

payments, rents, fees, or charges will be paid by Lessee and Lessor will receive no additional distributions during the remaining term of this Lease.

5.4 Timely Payment. All Rent shall be paid without prior notice or demand on or before the 15th day of each calendar month. Past due Rent shall bear interest at the Prime Rate plus five percentage points from the date due until paid, but this provision shall not be construed to relieve Lessee from its obligation to make timely Rent payments, nor of the operation of the provisions of this Lease relating to default.

5.5 Alternate Payment Provision. The provisions of this Section 5 notwithstanding, in the event of the death of any of the Allotted Landowners comprising the Lessor during the Lease Term and while the Leased Premises are in trust or restricted status, all Rent remaining due or payable to the decedent or his representative under the provisions of this Lease shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the Leased Premises. The Lessee's obligation under this Section 5.5 shall commence upon written notice from the Community to Lessee of the identity of the deceased Allotted Landowner and his or her percentage interest in the Rent payment.

6. Business Hours and Activity.

6.1 Reserved.

6.2 Hotel. Lessee agrees that, subject to damage or destruction, remodeling, local and/or regional market conditions impacting upon the demand for hotel facilities and seasonal closures, upon development of a Hotel on the Leased Premises, Lessee will keep the Hotel on the Leased Premises actively used and open for business. All businesses shall be required to be conducted during the regular and customary (in Maricopa County, Arizona) hours of such business on all business days.

6.3 Commercial Buildings. Lessee agrees that, subject to damage or destruction, remodeling, local and/or regional market conditions impacting upon the demand for Commercial Building facilities, upon development of any Commercial Building on the Leased Premises, Lessee will keep each such Commercial Building on the Leased Premises actively used and open for business. All businesses shall be required to be conducted during the regular and customary hours in Maricopa County, Arizona, of such business on all business days.

7. Improvements and Completion.

7.1 Construction. All buildings and improvements developed on the Leased Premises shall be constructed in accordance with the quality standards required under Legal Requirements of the Community.

7.2 Completion of Development on Leased Premises. Lessor agrees that buildings and improvements may be constructed in phases, but that Lessee expects to commence construction of permanent vertical Hotel improvements to be located on the Leased Premises on or before the 7th anniversary of the Effective Date as described in the Development Schedule attached hereto as Exhibit J (“Resort Permit Deadline”).

7.3 Adjustments to Resort Permit Deadline.

(a) If Lessee fails to commence construction of the permanent vertical Hotel improvements by the Resort Permit Deadline, then Lessee may request a meeting with the Spokespersons (“Delay Notice”). The meetings shall be scheduled within 60 days of the Delay Notice at a time and place designated by Community. If the Spokespersons agree that Lessor was responsible for the delay or if the parties agree that Lessee was not responsible for the delay (“Delay Decision”), then the Resort Permit Deadline will be adjusted by Lessee forward for a period of time approved by Lessor (which time period must be for at least one full Lease Year) (“Adjusted Resort Deadline”). Upon the expiration of the Adjusted Resort Deadline, Lessee may provide another Delay Notice and Delay Decision to extend the Adjusted Resort Deadline.

(b) In addition to the Adjusted Resort Deadline(s) in Section 7.3(a) above, the Resort Permit Deadline shall be extended automatically year to year during any period when the annual (running twelve month basis, as of the Resort Permit Deadline or current Adjusted Resort Deadline, as applicable) occupancy in the Phoenix metropolitan area market for hotels is less than 63.5% (as reported in STR STAR report published from time to time by STR (str.com), or if STR is not available, then a similar firm reporting on the Phoenix hotel market approved by Lessor and Lessee) (“Minimum Occupancy Level”), and the Resort Permit Deadline shall be adjusted automatically by each year the Minimum Occupancy Level is not satisfied; provided, however that the total annual adjustment arising from failure to meet Minimum Occupancy Level shall in no event exceed 10 Lease Years, and Lessee must provide the Spokespersons notice of the new Resort Permit Deadline (“Market Caused Delay Notice”) 45 days prior to the date the next Resort Permit Deadline is reached, as adjusted. In addition, the Lessee must provide a copy of the STR STAR report (or if STR STAR report is not available, then the similar report provided by the firm reporting on the Phoenix hotel market approved by Lessor and Lessee) to the Lessor, the A&R Lease Lessee, the Community, and the Secretary.

7.4 Hotel Rent Increase. If Lessee fails to meet the Resort Permit Deadline, as adjusted in accordance with Section 7.3 and Section 36 of this Lease, or if after the initial Delay Notice the Spokespersons do not agree that Lessor was responsible for the delay or the parties agree Lessee is responsible for the delay, then Lessee will commence paying annual Hotel Rent in the amount equal to 4% per annum (which is converted to .3333% per month) of the Adjusted Prepaid Rent Amount, payable monthly in advance, and effective as of first day of the month subsequent to the date the Lessee failed to meet the adjusted Resort Permit Deadline and expiring on the earlier of (i) the date the Adjusted Prepaid Rent Amount is paid under Section 5.3(b), or (ii) the date a rent increase pursuant to Section 7.5, Section 8.2(d), Section 8.2(e), Section 8.3(c)(ii), or Section 8.3(c)(iii) becomes effective. If Lessee is making payments under this Section 7.4 to Lessor, then no rent or Delayed Payment Fee under Section 5.3(a) will be required

to be paid by Lessee, except for previously accrued Delayed Payment Fee that is payable on the date a rent increase pursuant to this Section 7.4 becomes effective.

7.5 Final Deadline for full Hotel Rent. If Lessee has not obtained a Certificate of Occupancy for the Hotel on or before the 17th anniversary of the Effective Date, then, notwithstanding any provision in Section 5.3 or this Section 7 to the contrary, total Hotel Rent will increase to Fair Market Rental Value determined in accordance with the definition of Fair Market Rental (“Max Hotel Rent”) on the total acreage of the Leased Premises on the 17th anniversary of the Effective Date. Once Lessee is paying Max Hotel Rent, then no (i) rent under Section 5.3, (ii) Delayed Payment Fee or (iii) other payments under Section 7.4 will be required to be paid by Lessee. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the 17th anniversary of the Effective Date), the Max Hotel Rent will increase by 2% and equal 102% of the prior year’s adjusted Max Hotel Rent.

8. Substitute Leases.

8.1 Substitute Lease. This Lease is a Substitute Lease in accordance with the provisions of the A&R Lease. The A&R Lease Lessee is released from liability with respect to the Leased Premises leased under this Lease. All of the Allotted Landowners then comprising Lessor under the A&R Lease are Lessor under this Lease regardless of ownership of the individual allotments contained with the portion of the Leased Premises under this Lease. Lessee under this Substitute Lease shall have no liability for performance of A&R Lease Lessee’s obligations under the A&R Lease nor for the performance of any other lessee under another substitute lease.

8.2 Construction Contingency. Lessee and Lessor acknowledge and agree that certain provisions of this Lease contemplate the future assignment of this Lease to a Preapproved Transferee or other assignee (collectively referred to as “assignee” for this Article 8.2). Notwithstanding anything in this Lease to the contrary, Lessor and Lessee acknowledge and agree, and any assignee of this Lease agrees by accepting assignment of this Lease, and any Approved Encumbrancer claiming through an assignee of this Lease agrees by accepting an Approved Encumbrance on this Lease, that in the event this Lease is assigned (other than back to Lessee pursuant to this Section 8.2) and the assignee fails to obtain unconditional financing commitments and obtain building permits necessary to commence construction of the permanent vertical Hotel improvements by the 10th anniversary of Effective Date, or thereafter fails to commence construction of the permanent vertical Hotel improvements within a reasonable time with a demonstrable good faith intention of diligently and continuously pursuing said construction to completion, then A&R Lease Lessee shall have the option, in its sole and absolute discretion, at any time prior to the earlier of (i) commencement of construction of the permanent vertical Hotel improvements, or (ii) the 17th anniversary of the Effective Date, to effect the assignment of the Hotel Substitute Lease back to A&R Lease Lessee, free and clear of any claims, obligations, liens, encumbrances or other matters created by any assignee of the Hotel Substitute Lease, by written notice of such election from A&R Lease Lessee to the Secretary, the Community, the Spokespersons, the assignee and any such Approved Encumbrancer. Accordingly, notwithstanding anything in this Lease to the contrary, Lessor and Lessee acknowledge and agree that in the event this Lease is assigned back to A&R Lease Lessee pursuant to this Section 8.2, then:

(a) A&R Lease Lessee shall be entitled to terminate the A&R Lease and this Lease effective as of July 11, 2061 upon 18 months prior written notice to Lessor, the Secretary, and the Community.

(b) As an alternative to development of the Leased Premises with a Hotel, all or any portion of the Leased Premises may be developed with Commercial Buildings.

(c) The Leased Premises rent under this Lease shall be in accordance with Section 5.3, Section 7.2, Section 7.3 and Section 7.4, until the earlier of (i) the effective date of an increase in rent pursuant to Section 8.2(e), or (ii) the 17th anniversary of the Effective Date.

(d) Notwithstanding any provision in Section 5.3 or Section 7 to the contrary, Leased Premises rent will increase to \$14,500 per acre per year on the total undeveloped acreage of the Leased Premises on the 17th anniversary of the Effective Date.

(e) Basic Rent (“Basic Resort Property Rent”) and Additional Rent (if any) for any portion of the Leased Premises that is developed with a Hotel or Commercial Buildings shall be determined as provided in Section 5.2 (including without limitation by substituting “Hotel Gross Revenues” for Gross Rental Receipts in the case of any Hotel development).

(f) Rent Adjustments for Basic Resort Property Rent. Basic Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of the Lease Year following the 21st anniversary of the Effective Date (“HR Effective Date”). After the initial adjustment, Basic Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of each succeeding 5 Lease Year period thereafter (each such date, a “HR Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first HR Review Date, the Price Index for July of the Lease Year during which Basic Resort Property Rent increased to \$14,500 per acre per year (“First Resort Property Rent Base Index”); and (b) for subsequent HR Review Dates, the Price Index for July of the prior HR Review Date. On each HR Review Date, the then current Basic Resort Property Rent for undeveloped acreage, as applicable, shall be increased by any positive percentage change reflected in the Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

Year	Calculation
21	$\left(\frac{\text{Price Index first Review Date (Year 21)}}{\text{First Resort Property Rent Base Index}} \right) \times \text{Current Basic Resort Property Rent}$
26	$\left(\frac{\text{Price Index Year 26 Review Date}}{\text{Price Index Year 21 Review Date}} \right) \times \text{Current Basic Resort Property Rent}$
31	$\left(\frac{\text{Price Index Year 31 Review Date}}{\text{Price Index Year 26 Review Date}} \right) \times \text{Current Basic Resort Property Rent}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current HR Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Basic Resort Property Rent for undeveloped acreage for any 5 year review period be less than the rental for the preceding five year review period. In the event the Price Index for a HR Review Date reflects a negative percentage change when compared to the applicable Base Index, Basic Resort Property Rent for undeveloped acreage for the then commencing five year period shall equal the Basic Resort Property Rent for undeveloped acreage for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 8.2(f) exceed 10% for any five year period. For avoidance of doubt, any increase in Basic Resort Property Rent on the first HR Review Date is limited to 10% of the prior year's Basic Resort Property Rent.

(g) Notwithstanding anything in this Section 8.2 or elsewhere in this Lease to the contrary, notwithstanding that Basic Resort Property Rent and Additional Rent for the Leased Premises, if any, may have been paid as provided in this Section 8.2, Lessee shall at all times until the 17th anniversary of the Effective Date have the option of making the Adjusted Prepaid Rent Amount, and upon Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no additional payments, rents, fees, or charges will be paid by Lessee and Lessor will receive no additional distributions during the remaining term of this Lease.

(h) In no event shall any adjustment of annual rent provided for in this Section 8.2 result in Basic Resort Property Rent being less than the rental for the preceding period. In the event the adjustment of annual rent provided for in this Section 8.2 would result in Basic Resort Property Rent being less than the rental for the preceding period, the Basic Resort Property Rent for the then commencing period shall equal the Basic Resort Property Rent for the immediately preceding period.

8.3 Assignment Contingency. Lessee and Lessor acknowledge and agree that certain provisions of this Lease contemplate the future assignment of the Hotel Substitute Lease to a Preapproved Transferee, but that any such future assignment is within the sole discretion of the Preapproved Transferees, and no Preapproved Transferee is obligated to receive an assignment of, or assume any obligation under, the Hotel Substitute Lease. Accordingly, notwithstanding anything in this Lease to the contrary, Lessor and Lessee acknowledge and agree that in the event the Hotel Substitute Lease is not assigned to a Preapproved Transferee by June 30, 2021, then Lessee shall hold and proceed with the Hotel Substitute Lease free and clear of any claims of, obligations to, or any other matters in favor of, any Preapproved Transferee, and in Lessee's sole and absolute discretion:

(a) Lessee shall be entitled to terminate the A&R Lease and this Lease effective as of July 11, 2061 upon 18 months prior written notice to Lessor, the Secretary, and the Community.

(b) As an alternative to development of the Leased Premises with a Hotel, all or any portion of the Leased Premises may be developed with Commercial Buildings.

(c) The Leased Premises rent under this Lease shall be as follows, regardless of whether the Leased Premises is developed, and, if all or any portion of the Leased Premises is developed, regardless of whether the development includes Commercial Buildings or one or more Hotels:

(i) Resort Property until a Certificate of Occupancy has been issued by the Salt River Pima-Maricopa Indian Community. The Basic Resort Property Rent pursuant to this Section 8.3 (“Assignment Resort Property Rent”) shall initially be \$750.00 per acre per year. Assignment Resort Property Rent shall be payable monthly, in advance and shall be prorated to reflect that portion of the Lease Year for which Assignment Resort Property Rent under this Section 8.3(c)(i) shall apply. For each Lease Year thereafter (*i.e.*, beginning on the first July 1 immediately following the Effective Date), the Assignment Resort Property Rent payable under this Section 8.3(c)(i) shall be increased by 2% of the then payable Assignment Resort Property Rent.

(ii) Assignment Resort Property Rent will increase from \$750 as adjusted in Section 8.3(c)(i) to \$3,000 per acre per year on the total undeveloped acreage of the Leased Premises on the 7th anniversary of the Effective Date and then increase from \$3,000 to \$14,500 per acre per year on the total undeveloped acreage of the Leased Premises on the 17th anniversary of the Effective Date.

(iii) Assignment Resort Property Rent and Additional Rent (if any) for any portion of the Leased Premises that is developed with a Hotel or Commercial Buildings shall be determined as provided in Section 5.2 (including without limitation by substituting “Hotel Gross Revenues” for Gross Rental Receipts in the case of any Hotel development).

(iv) Rent Adjustments for Assignment Resort Property Rent. Assignment Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of the Lease Year following the 21st anniversary of the Effective Date (“HR(Section 8.3) Effective Date”). After the initial adjustment, Assignment Resort Property Rent for undeveloped acreage shall be reviewed and adjusted at the beginning of each succeeding 5 Lease Year period thereafter (each such date, a “HR(Section 8.3) Review Date”) based on positive changes in the Price Index. The “Base Index” for the adjustment shall be: (a) for the first HR(Section 8.3) Review Date, the Price Index for July of the Lease Year during which Assignment Resort Property Rent increased to \$14,500 per acre per year; and (b) for subsequent HR(Section 8.3) Review Dates, the Price Index for July of the prior HR(Section 8.3) Review Date. On each HR(Section 8.3) Review Date, the then current Assignment Resort Property Rent for undeveloped acreage, as applicable, shall be increased by any positive percentage change reflected in the

Price Index when compared to the applicable Base Index. The formula for adjustment shall be:

Year	Calculation
21	$\left(\frac{\text{Price Index first Review Date (Year 21)}}{\text{First Rent Base Index}} \right) \times \text{Current Assignment Resort Property Rent}$
26	$\left(\frac{\text{Price Index Year 26 Review Date}}{\text{Price Index Year 21 Review Date}} \right) \times \text{Current Assignment Resort Property Rent}$
31	$\left(\frac{\text{Price Index Year 31 Review Date}}{\text{Price Index Year 26 Review Date}} \right) \times \text{Current Assignment Resort Property Rent}$
Calculations proceed as shown through termination of Lease	

Should the Price Index be modified so that the Base Index and Price Index for the then current HR(Section 8.3) Review Date are based on different base periods, the Base Index shall be adjusted to conform to the new base period of the modified Price Index and the adjustment formula will remain the same. In no event shall Assignment Resort Property Rent for undeveloped acreage for any 5 year review period be less than the rental for the preceding five year review period. In the event the Price Index for a HR(Section 8.3) Review Date reflects a negative percentage change when compared to the applicable Base Index, Assignment Resort Property Rent for undeveloped acreage for the then commencing five year period shall equal the Assignment Resort Property Rent for undeveloped acreage for the immediately preceding five year period. In no event shall an adjustment pursuant to this Section 8.3(c)(iv) exceed 10% for any five year period. For avoidance of doubt, any increase in Assignment Resort Property Rent on the first HR(Section 8.3) Review Date is limited to 10% of the prior year's Assignment Resort Property Rent.

(d) Notwithstanding that Assignment Resort Property Rent and Additional Rent for the Resort Property, if any, may have been paid as provided in this Section 8.3, Lessee shall at all times until the 17th anniversary of the Effective Date have the option of making the Adjusted Prepaid Rent Amount, and upon Lessee's payment of the Adjusted Prepaid Rent Amount and Community's distribution to Lessor, no additional payments, rents, fees, or charges will be paid by Lessee and Lessor will receive no additional distributions during the remaining term of the Hotel Substitute Lease.

(e) In no event shall any adjustment of annual rent provided for in this Section 8.3 result in Assignment Resort Property Rent being less than the rental for the preceding period. In the event the adjustment of annual rent provided for in this Section 8.3 would result in Assignment Resort Property Rent being less than the rental for the preceding period, the Assignment Resort Property Rent for the then commencing period shall equal the Assignment Resort Property Rent for the immediately preceding period.

(f) For as long as A&R Lease Lessee and Hotel Substitute Lease Lessee are both Salt River Community Golf Enterprises, a Division of the Salt River Pima-Maricopa Indian Community, and the Leased Premises have not been subleased to a Developer Sublessee, a default or breach (after notice and expiration of the applicable cure

period(s) provided for in Section 24.1) by Salt River Community Golf Enterprises under the A&R Lease or the Hotel Substitute Lease, may be declared by Lessor and the Secretary to be a default or breach under the A&R Lease and the Hotel Substitute Lease. Any such declaration by Lessor and the Secretary shall be accomplished by written notice delivered to Salt River Community Golf Enterprises.

9. Buildings and Improvements. All buildings and other improvements that may be placed upon, installed in or attached to the Leased Premises by Lessee or a Sublessee shall be the property of and assets of Lessor. Lessee (or its Sublessees, as applicable) shall, however, during the Lease Term, be solely entitled to any rights or benefits associated with such buildings and improvements, including, without limitation, any depreciation, investment tax credits or other tax benefits, and such buildings and improvements are not made in lieu of Rent. Except as provided otherwise in Section 32.4, the Lessor shall have the right to require Lessee to remove any or all of the buildings or improvements on the Leased Premises at the termination of the Lease upon the reasonable determination of the Lessor that the buildings or improvements or any of them have no commercial value, by written notification to Lessee no later than ninety (90) days after the termination of this Lease. If so notified, except as provided otherwise in Section 32.4, Lessee, at Lessee's sole cost and expense, shall remove said buildings or improvements on the Leased Premises within six (6) months thereafter (except for the Community infrastructure constructed, controlled or maintained by the Community), and shall restore that portion of the Leased Premises as nearly as possible to the condition existing at the time this Lease commenced. For the avoidance of doubt, notwithstanding anything in this Section 9 to the contrary, if the Leased Premises are developed with a Hotel, Section 32.4 (not this Section 9), shall govern whether Lessor can require Lessee to remove any or all of the buildings or improvements on the Leased Premises at the termination of this Lease.

10. Construction, Maintenance, Repair, Alteration. All improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner and in compliance with all Legal Requirements and the terms of this Lease. All parts of buildings exposed to perimeter properties shall present a pleasant appearance and all service areas shall be screened from public view. Except as otherwise required by the terms of this Lease, Lessee shall have the right at any time during the Lease Term to make alterations, additions or repairs to any improvement on the Leased Premises without Lessor, Community or Secretary consent, subject to all Legal Requirements. 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 and in compliance with all Legal Requirements. While additional improvements and redevelopment may be completed by Lessee or Sublessee in accordance with this Lease, Lessor and Secretary acknowledge that substantial permanent improvements have already been completed to Lessor's satisfaction and in accordance 25 CFR 162.417. The Secretary waives any additional requirements under 25 CFR 162.417, pursuant to 25 CFR 162.417(c).

11. Reserved.

12. Rental Bond. Subject to reinstatement as provided by this Section, as of the Effective Date of this Lease, Lessor, the Community and the Secretary have waived the Rental Bond requirement as to the Leased Premises. Within 150 days of reinstatement of the Rental Bond

requirements, the Lessee shall post a bond (the “Rental Bond”) in a form satisfactory to the Community, Lessor and Secretary in a penal sum of not less than the aggregate of the second year’s Hotel Rent under Section 5.3(a) which bond shall be deposited with the Secretary. The Rental Bond shall be maintained at all times in an amount not less than the sum of the Basic Rent payments to become due and payable during the ensuing 12 calendar months of the Lease, unless and until the requirement for the Rental Bond is waived again by the Lessor, the Community and the Secretary. Should Lessee fail to post the Rental Bond within the specified 150-day period, or thereafter fail to maintain the Rental Bond, Lessee shall be deemed to be in default. Should a waiver of the Rental Bond be granted, the Lessor and Secretary may later reinstate the requirement of the Rental Bond and Lessee hereby agrees to comply with said requirement. Lessee may furnish a corporate surety bond, or in lieu thereof, may deposit with the Secretary cash or negotiable United States Treasury Bonds or other negotiable Treasury obligations in the appropriate amount, together with a power of attorney, empowering the Secretary, in the event of Lessee’s default in any of the provisions of Section 5 above to pay over such cash, or to dispose of any such bonds and pay over the proceeds derived therefrom, to or for the benefit of the Lessor, subject to Lessee’s privilege of curing said default as hereinafter provided. Any other type of security which may be offered by Lessee to satisfy the requirements of this Section 12 will be given reasonable consideration by the Lessor and the Secretary, and it is agreed that acceptance of security in lieu of those described above shall not be unreasonably withheld or delayed. It is agreed that the Rental Bond required by this Section 12 shall guarantee payment of Hotel Rent under Section 5.3(a) only and that any corporate surety bond shall be in continuous form and may be subject to the provisions that the surety may terminate the Rental Bond 30 days subsequent to the then next ensuing anniversary date of this Lease by giving at least 45 days written notice to the Lessor and the Secretary. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency between the value of the Treasury Bonds and the required Rental Bond. Interest on the Treasury Bonds shall be paid to Lessee.

13. Performance Bond.

13.1 Subject to reinstatement as provided by this Section, as of the Effective Date of this Lease, Lessor, the Community and the Secretary have waived the Performance Bond requirement as to the Leased Premises for existing improvements and the Leased Premises. Unless waived in writing by the Spokespersons, before beginning construction of any buildings and improvements on the Leased Premises, Lessee or Developer Sublessee agrees to provide security to guarantee completion of the buildings and improvements and payment in full of claims of all persons for work performed on, or materials furnished for construction. Lessee or Developer Sublessee may provide said security by either:

13.2 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 buildings and improvements are satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee or Developer Sublessee, in completing the buildings and improvements as provided for in this Lease, and shall be further conditioned on the payment by Lessee or Developer Sublessee of all just claims of all persons for work performed on or materials furnished for construction. The bond shall allow the right of action to recover upon the bond in any suit brought for failure to complete the buildings and improvements and/or for failure to pay for work performed or in material furnished for construction; or

13.3 Depositing in escrow, with an institution reasonably acceptable to the Community, the Spokespersons and the Secretary, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the Leased Premises. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's or Developer Sublessee's architect as construction progresses. The Spokespersons and the 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 10% of such funds shall be withheld by the escrow holder until the period, if any, fixed by applicable Legal Requirements for the filing of all mechanics' or materialmen's liens on such improvement shall have expired or until a reasonably acceptable title company issues a title insurance policy which, in substance, insures Lessor and the 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 any such statutory period for filing, the withheld funds shall then be disbursed to the Lessee or Developer Sublessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency caused by a decrease in the value of the deposited U.S. Treasury bonds; or

13.4 Such other security as may be reasonably acceptable to the Spokespersons, the Community and the Secretary. Should a waiver of the Performance Bond be granted, the Lessor and Secretary may later reinstate the requirement of the Performance Bond and Lessee hereby agrees to comply with said requirement.

14. Public Liability Insurance. At all times during the Lease Term, Lessee shall carry a public liability insurance policy with coverages of not less than \$5,500,000.00, combined single limit coverage, per occurrence. \$500,000.00 of this coverage shall be in the form of primary coverage and the remaining \$5,000,000.00 shall be pursuant to an umbrella liability insurance policy of not less than \$5,000,000.00, combined single limit, per occurrence. Upon the issuance of the Certificate of Occupancy for a Hotel(s), Lessee shall increase the liability coverage of the umbrella liability insurance policy to \$10,000,000.00, combined single limit, per occurrence. All policies shall be written to protect Lessee and Lessor and the Secretary as an additional insureds in compliance with 25 CFR 162.437. Evidence of the foregoing reasonably acceptable to the Secretary shall be furnished to the Secretary.

15. Sublease, Assignment, Transfer.

15.1 Sublease. Any portion of the Leased Premises may be subleased if there is incorporated into the Sublease an addendum in the form attached hereto as Exhibit E (as amended from time to time by Lessee and the Community) or other form approved by the Community and such Sublease must not exceed the remaining Lease Term.

(a) Any proposed Sublease that would (1) relieve Lessee from any liability, (2) is for greater than 50% of the Leased Premises, or (3) is a ground sublease must be approved by the Spokespersons, the Community and the Secretary, which approval shall not be unreasonably withheld and deemed approved if not approved by the Spokespersons, the Community and the Secretary within 30 days of the receipt thereof.

(b) Any proposed Sublease that (1) does not relieve Lessee of any liability or (2) is not for more than 50% of the Leased Premises may be subleased without the need for the consent of the Spokespersons and without the need for the approval of the Secretary or the Community if the Lessee provides the Spokespersons, the Community and the Secretary with a copy of the Sublease within 30 days after it is executed.

(c) Any Sublease made except as aforesaid shall be deemed a breach of this Lease.

15.2 Space Subleases. If a Sublease requires approval under Section 15.1, but is also a sublease of space, then Lessee may sublease space for a term not exceeding the remaining Lease Term ("Space Sublease,") and each Space Sublease must comply with this Section 15.2. Each Space Sublease must not exceed the remaining Lease Term, and must incorporate the Sublease Addendum (without Lessor or the Community signature pages, and as amended from time to time by Lessee and the Community). No Space Sublease shall be effective unless the submitted signed Space Sublease incorporates the Sublease Addendum (as amended from time to time by Lessee and the Community) and provides that the sublessee shall be subject to and bound by each and all of the conditions of this Lease. No such subletting shall affect any of the obligations or liabilities of Lessee under this Lease. Copies of all executed Space Subleases (and amendments thereto) must be provided to the Community (which also satisfies the notice requirements of 25 C.F.R. 162.453) within 15 business days after execution thereof by the parties thereto. Upon delivery of a Space Sublease (and amendments thereto) within the Leased Premises to the Community, the executed Space Sublease shall be fully enforceable and shall not require approval of the Lessor, the Community nor Secretary.

15.3 Assignment. Except for Approved Subleases, Affiliate Assignments, Preapproved Transferee, Approved Encumbrancer or as otherwise expressly permitted in this Lease, Lessee shall not assign all or any part of its interest in this Lease without the written approval of the Lessor, the Community, the Approved Encumbrancers and, to the extent required under federal law, the Secretary, which approval shall not be unreasonably withheld, conditioned or delayed.

15.4 Transfers. Section 15.3 shall not restrict transfers of ownership interests in Lessee, its constituent owners or its affiliates except in the case of a deemed assignment pursuant to Section 15.5(a). No such prohibited assignment shall be valid or binding without such approval, and then only upon the condition that the assignee, excepting an Approved Encumbrancer, shall agree in writing to be bound by or subject to each and all of the covenants and conditions of this Lease. Lessor, Community, and, if applicable, Approved Encumbrancers shall either approve or state, with reasonable specificity, their reasons for disapproval of any proposed assignment within 30 days after it is submitted for approval. If approval is required under federal law, the Secretary will either approve or state, with reasonable specificity, their reasons for disapproval of any proposed assignment within 30 days after it is submitted for approval. Either the Lessee or the Lessor may file a written notice to compel Secretary action pursuant to 25 C.F.R. 162.463. The Spokespersons are authorized to receive notice of and consent to any assignment or transfer on behalf of Lessor, which is comprised of the Allotted Landowners, and no notice to all of the Allotted Landowners of a proposed assignment or transfer is otherwise required.

15.5 Assignment by Transfer of Interests.

(a) Deemed Assignment by Transfer of Interest. For the purposes of this Section 15, the sale, assignment, transfer or other disposition of (i) any of the issued and outstanding capital stock of Lessee (assuming Lessee is a corporation) which shall result in a change in control of Lessee, (ii) any ownership interest in Lessee (assuming Lessee is a partnership, limited liability company or joint venture) which shall result in a change in control of Lessee, or (iii) if Lessee is a partnership, limited liability company or joint venture, the interest of any general partner, managing member or joint venturer of Lessee which shall result in a change in control of Lessee, shall be deemed an assignment of this Lease subject to the written approval of Lessor and the Community and, if required by the terms of the Approved Encumbrance, Approved Encumbrancers (and to the extent required under Federal law, the Secretary) pursuant to Section 15.4. The term “control”, for the purposes of this Section 15, shall mean (A) for a corporation, 50% or more of the voting stock of such corporation; (B) for a limited liability company, 50% or more of the aggregate outstanding units of the managing member of such limited liability company; (C) for a general partnership or joint venture, 50% or more of the aggregate outstanding general partnership interests or joint venture ownership interests, as applicable, and (D) for a limited partnership, 50% or more of the aggregate outstanding general partnership interests of such limited partnership. Limited partnership interests in Lessee and any indirect ownership interest in Lessee shall be alienable without restriction. Upon a transfer of ownership interests in Lessee as described in items (i), (ii) or (iii) above that does not result in a change in control of Lessee, Lessee shall deliver written notice to Lessor and the Community identifying the transferee. Notwithstanding the foregoing, no notice shall be required, and there shall not be deemed to be an assignment or transfer pursuant to this Section 15.5(a), in the event of (1) if Lessee is an individual, devolution by will or otherwise upon death, (2) a transfer to (x) a member or members of the Lessee’s family (or to a trust for their benefit) if Lessee is an individual, or (y) any stockholder, partner, member, joint venturer, or other owner of Lessee, or (z) any co-tenant of Lessee, (3) if Lessee is an individual, a transfer to a personal representative upon Lessee’s death or incompetence or (4) any Preapproved Transferee. Any transfers set forth in these Sections 15.5(a) (1), (2), (3) and (4) shall not require the approval of Lessor, the Community or Secretary.

(b) Affiliate Assignment. Notwithstanding Section 15.5(a), an Affiliate Assignment shall not require the approval or consent of Lessor, the Community or the Secretary. An “Affiliate Assignment” shall mean an assignment of all or any part of Lessee’s interest in this Lease to a Person directly or indirectly controlling, controlled by, or under common control with Lessee. Upon any Affiliate Assignment, Lessee shall deliver written notice to Lessor and the Community identifying the assignee.

(c) Publicly Traded Corporations. The provisions of Sections 15.4 and 15.5(a) shall not apply to a corporation, partnership, trust or other entity publicly traded on a nationally recognized stock exchange or traded over the counter on the National Association of Security Dealers Automated Quotation System (NASDAQ) or a successor system (collectively, a “PTC Entity”) and any ownership transfers (including any changes in control) or assignments by PTC Entities shall not require the approval of Lessor, the

Community or Secretary. Upon any Assignment by Lessee (as a PTC Entity), Lessee shall deliver written notice to Lessor and the Community identifying the assignee.

15.6 Transfer by Lessee. Upon a sale or other transfer of Lessee's interest in this Lease, which obtains all required approvals, Lessee's interest in this Lease shall automatically be transferred to the transferee, the transferee shall automatically assume all of Lessee's obligations under this Lease, and the transferor shall be released of all obligations under this Lease. All Sublessees, upon request of Lessee, shall attorn in writing to the transferee.

16. Status of Subleases.

16.1 Subordination. Each Sublease shall be subject and subordinate to (i) this Lease and (ii) all renewals, modifications, replacements and extensions of this Lease. This subordination is and shall be self-operative, and no further instrument of subordination is or shall be required, but Lessee and any Sublessee shall execute promptly any instrument that Lessor or SRPMIC may reasonably request to confirm such subordination. In no event shall (i) the term of any Sublease, including any option period, extend beyond the Lease Term; (ii) any Sublessee's right, title and interest in and to all or any portion of the Leased Premises be greater than Lessee's right, title and interest hereunder; or (iii) anything in any Sublease limit or affect, or be construed to limit or affect, the rights of Lessor or SRPMIC or the obligations of Lessee hereunder.

16.2 Attornment. Termination of this Lease, by cancellation or otherwise shall not serve to cancel Approved Subleases and/or subtenancies, but shall operate as an assignment to Lessor of any and all such Subleases and/or subtenancies. Provided that a Sublessee is not in default under the terms of its Sublease, Lessor shall honor such Sublease and shall not disturb the tenancy of such Sublessee. If Lessee shall so request, within 45 days after receipt of such request, the Lessor, the Community and the Secretary shall execute, acknowledge and deliver to a Sublessee, one or more non-disturbance agreements, in a form reasonably satisfactory to such Sublessee, whereby the Lessor, the Community and the Secretary expressly agree that, notwithstanding any default by Lessee hereunder, or any termination or alteration of this Lease, Lessor, the Community and the Secretary shall honor and acknowledge the continuing validity of such Sublessee's Sublease.

16.3 Sublease Defaults. That fact that any Sublessee causes a default under this Lease shall not relieve Lessee of Lessee's obligation to cure the default. Lessee shall take all steps reasonable and necessary to prevent any such default. Lessee shall remain primarily liable under this Lease notwithstanding any Sublease or Lessor's or SRPMIC's consent thereto.

17. Agreements for Utility Facilities.

17.1 Reservation of Rights. Without limiting the generality of other provisions of this Lease, Lessee, for itself and any Sublessee, hereby acknowledges and agrees that the Community reserves the right under Chapter 17, Section 17-6(b) of the Community Code of Ordinances to be the provider, either through its own resources or by contract with other governmental or private entities, of all utility services furnished to the Leased Premises, including without limitation gas, water, electric, telecommunications, telephone, television, cable, fiber optics, solid waste disposal and sewer facilities. As of the date hereof, the local access provider

for telephone voice, data services and other telecommunications facilities within the boundaries of the Community is Saddleback Communications (Contact: Operations Manager for information at 480-850-7000). Saddleback is the exclusive provider of local telephone services (including assignment and porting of telephone numbers) and transport services within the Community. Microwave bypass is not permitted.

17.2 Facilities to be Installed by Lessee. Lessee shall construct and install within the Leased Premises, and, with the prior written consent of Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, and its successors and assigns, within the Golf Course Property, at Lessee's sole cost and expense all on-site utility (including without limitation storm and sanitary sewer, water, electric, gas, fiber optics, telephone and television), transportation (including without limitation driveways and parking facilities) and other infrastructure required to serve, and solely serving, the improvements on the Leased Premises ("On-Site Infrastructure"). Lessee shall construct and install, both within and outside the Leased Premises, certain utility (may include water, sewer, gas, electric, and telecommunications lines), transportation (may include interior roads, traffic signals, curbs, gutters, streetlights, bike lanes, bus lanes, and sidewalks) and other infrastructure required to extend existing utility mains and public streets ("SRPMIC Infrastructure") to serve the Leased Premises (by connection to the On-Site Infrastructure) and other property. Design, capacity and construction of all such On-Site Infrastructure and SRPMIC Infrastructure shall be in accordance with all Legal Requirements and with the other terms and conditions of this Lease. During the Lease Term, Lessee shall be responsible, at Lessee's sole cost and expense, for the construction, maintenance, operation, repair, replacement, upgrade and any other cost or expense related to On-Site Infrastructure, until such time Lessee assigns or transfers any or all of these obligations in accordance with any CC&Rs; provided, however, that the Community shall be entitled, at the Community's election, at any time during the Lease Term or upon expiration of the Lease Term or earlier termination of this Lease (or of any new lease entered into pursuant to Section 19.3(a)) to have any or all SRPMIC Infrastructure, together with rights-of-way therefor, dedicated to the Community, in which event the Community shall thereafter be responsible for the construction, maintenance, operation, repair, and replacement of SRPMIC Infrastructure in accordance with applicable Legal Requirements. The Community and the Secretary by their approval of this Lease, but subject to the Community's rights with respect to SRPMIC Infrastructure and On-Site Infrastructure as provided herein and by applicable Legal Requirements, hereby and thereby grant to Lessee the right to install and operate On-Site Infrastructure and SRPMIC Infrastructure located within the Leased Premises and, with the prior written consent of Salt River Community Golf Enterprises, a division of the Salt River Pima-Maricopa Indian Community, and its successors and assigns, the Golf Course Property, including without limitation sewer, water, electric, gas, fiber optics, telephone and television, as provided in this Section 17.2.

17.3 Security and Fire Protection. Lessee shall have the right (but not the obligation), subject to the laws of the Community, to maintain or employ a private security force and contract for fire protection for the Leased Premises all at Lessee's expense.

17.4 Water Charges. Lessee shall procure and maintain, throughout the Lease Term, all permits and licenses required by the Community in connection with withdrawing groundwater from the wells located on the Leased Premises that Lessee has a right to use, if any.

18. Rights-of-Way for Streets and Utility Facilities. Lessee and each Allotted Landowner hereby consents to the granting and dedication of rights-of-way and easements (and related surveying) over, under, across, within, between and among the various allotments that collectively are the A&R Leased Premises and Leased Premises, for On-Site Infrastructure, SRPMIC Infrastructure and as necessary (as reasonably determined by SRPMIC) to provide access or utilities to property outside the A&R Leased Premises or Leased Premises or to any portion of the A&R Leased Premises or Leased Premises during or after expiration or earlier termination of the Lease Term or termination of the A&R Lease. Any right-of-way dedication or easement granted pursuant to this Section 18 shall be permanent in nature unless otherwise agreed to by SRPMIC in its sole and absolute discretion in the case of right-of-way dedications for SRPMIC Infrastructure or to provide access or utilities to property outside the A&R Leased Premises or Leased Premises or to any portion of the A&R Leased Premises or Leased Premises upon or after expiration or earlier termination of the Lease Term or termination of the A&R Lease, or unless otherwise agreed to by the ILCA Applicable Percentage of Allotted Landowners whose allotments are benefited by the easement in the case of easements for On-Site Infrastructure; provided, that easements for On-Site Infrastructure granted pursuant to this Section 18 shall terminate upon the later of (i) the expiration of the Lease Term or earlier termination of this Lease or the A&R Lease, or (ii) the expiration of any other Substitute Lease term or earlier termination of any other Substitute Lease made pursuant to the A&R Lease, if Lessor elects (pursuant to Section 9, but subject in all events to the provisions of Section 32.4) to require Lessee to restore the Leased Premises to substantially the same condition as existed on the Effective Date. During the Lease Term, Lessor and Lessee shall have the right by mutual agreement, with SRPMIC's consent (which shall not be unreasonably withheld), to relocate any right-of-way within the A&R Leased Premises (after obtaining approval of Salt River Community Golf Enterprises, a Division of the Salt River Pima-Maricopa Indian Community, or its successor and assigns) and/or the Leased Premises. While it is intended that consents, grants and dedications provided for by this Section 18 shall be self-operative, Lessee, Lessor and each Allotted Landowner has executed or agrees to execute, acknowledge and deliver to SRPMIC and/or Lessee such instruments or documents reasonably necessary to effectuate the provisions of this Section 18. Such rights-of-way and easements granted pursuant to this Section 18 are subject to the approval of the Secretary in accordance with the approved general development plan and pursuant to the Act of February 5, 1948 (62 Stat. 17) (25 U.S.C. §§ 323-28), and any amendments thereto, as supplemented by regulations of the Secretary applicable thereto. Such grants of rights-of-way and easements in accordance with the approved general development plan are also approved by the SRPMIC Council by its approval of this Lease.

19. Encumbrance.

19.1 Approval Required. With the prior approval of the Secretary, the Spokespersons, and the Community, which approval shall not be unreasonably withheld or delayed, Lessee, from time to time during the Lease Term, may make one or more Approved Encumbrances upon Lessee's leasehold interest in this Lease, or any part thereof, or any of the improvements on the Leased Premises by mortgage to any person, firm, corporation or other entity or combination thereof, and assign this Lease, or any part or parts thereof, as collateral security therefor, without prior notice to all Allotted Landowners of the proposed Approved Encumbrance, provided that:

(a) There shall be incorporated as an addendum to any such Approved Encumbrance the Leasehold Deed of Trust Addendum (as amended from time to time by Lessee and the Community) attached hereto as Exhibit F;

(b) An Approved Encumbrance shall be utilized to finance the purchase price of leasehold estates and improvements, finance the existing improvements of leasehold estates, and/or to finance the development and improvement of the Leased Premises, and/or the refinancing of any of the foregoing. Further, an Approved Encumbrance may also secure such other obligations as the Secretary may approve in such amount as the Lessee determines to be appropriate;

(c) No Approved Encumbrance shall extend to or affect the reversionary interest and fee estate of Lessor in and to the Leased Premises, or in any way attach to or affect the Leased Premises from and after any expiration or termination of this Lease;

(d) An Approved Encumbrance shall provide that any notice of default thereunder shall be delivered to the Spokespersons, as well as to Lessee, and that the Spokespersons, acting on behalf of Lessor, shall have the right to cure such default if the Lessee fails to do so. The Spokespersons, acting on behalf of Lessor, shall have the same time period as is available to Lessee within which to cure a default, which time period will not commence until the expiration of the time period available to Lessee. Neither Lessor's right to cure a default nor Lessor's exercise of such right shall be deemed to be an assumption by Lessor of liability under the Approved Encumbrance; and

(e) From and after receiving notice of the existence of an Approved Encumbrance, Lessor and Lessee shall not mutually agree to cancel, surrender, modify or amend this Lease in any respect without the prior written consent of the Approved Encumbrancer.

19.2 Notice Requirements. With respect to any Approved Encumbrance made in accordance with the provisions of this Section 19, and until the time, if any, that said mortgage shall be satisfied of record or said Approved Encumbrancer shall give to Lessor written notice that said mortgage has been satisfied, the following provisions shall apply:

(a) For the purposes of this Section 19, and throughout this Lease, the term "Approved Encumbrance" shall mean a mortgage on Lessee's interest in this Lease, which shall be deemed to include a deed of trust and such other types of security instruments as are commonly given to secure loans or advances on the unpaid purchase price of leasehold estates and the construction and permanent financing and refinancing of improvements under the laws of the State of Arizona and the note or other credit instrument secured thereby.

(b) For the purposes of this Section 19, and throughout this Lease, the term "Approved Encumbrancer" shall mean the holder of record of any Approved Encumbrance including the trustee and beneficiary under a deed of trust, and the parties secured by any other security instrument.

(c) If the Spokespersons, the Community or the Secretary, shall give any notice, demand, election or other communication (collectively, “Messages”) to Lessee hereunder, then the person sending the Message shall at the same time give a copy of each Message to each Approved Encumbrancer at the address theretofore designated by each Approved Encumbrancer. Copies of Messages shall be sent by reputable overnight courier or registered or certified mail, and shall be deemed given upon the earlier of actual receipt or 72 hours after the date such copy is deposited with the United States Post Office or overnight courier with postage charges prepaid. No Message given by the Spokespersons, the Community or the Secretary, shall be effective unless and until a copy of said Message shall be given to each Approved Encumbrancer pursuant to this Section 19. In the case of an assignment of the mortgage or change in address of the Approved Encumbrancer, the assignee or Approved Encumbrancer, by written notice to Lessor, may change the address to which copies of Messages are to be sent. Lessor, the Community or the Secretary shall not be bound to recognize any assignment of the mortgage unless and until Lessor shall be given written notice of such assignment and the name and address of the assignee, and thereafter such assignee shall be deemed to be an “Approved Encumbrancer” under this Lease.

(d) Each Approved Encumbrancer, after receiving notice in accordance with subsection (c) of this Section 19.2, will have 45 days more than is given to Lessee after notice to it, to remedy any default or to cause the same to be remedied.

(e) In case Lessee shall default under any of the provisions of this Lease, each Approved Encumbrancer shall have the right to make good such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is hereby required to do or perform, and Lessor shall accept such performance on the part of the Approved Encumbrancer as though the same had been done or performed by Lessee.

(f) Lessee may delegate irrevocably to an Approved Encumbrancer the authority to exercise any or all of Lessee’s rights hereunder, but no such delegation shall be binding upon Lessor unless and until either Lessee or the Approved Encumbrancer shall give to the Spokespersons a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Approved Encumbrance itself, in which case the service upon the Spokespersons of an executed counterpart or certified copy of the Approved Encumbrance, together with a written notice specifying the provisions therein which delegate such authority to the Approved Encumbrancer, shall be sufficient to give Lessor notice of such delegation.

(g) Any Approved Encumbrancer may, at the time of any damage or destruction, by fire or otherwise, to the Leased Premises or any machines, fixtures or equipment therein, or improvements thereon, at its sole cost and expense, repair the same or construct new improvements, as the case may be, and in such event, if the Approved Encumbrancer repairs or constructs, it shall be subrogated to the rights of Lessor and Lessee to all insurance proceeds payable as a result of such damage or destruction, and shall be entitled, if Lessee is not then in default hereunder, to have (and Lessee hereby

authorizes Lessor to do so) all insurance proceeds paid out by Lessor in the same manner and in every respect as if the Approved Encumbrancer were the Lessee hereunder.

(h) In the case of any default hereunder by Lessee, other than in the payment of Rent, Lessor, acting through the Spokespersons, will take no action to effect a termination of this Lease by reason of any such default without first giving to the Approved Encumbrancer a reasonable time within which either (i) to obtain possession of the Leased Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the Approved Encumbrancer has obtained possession, or (ii) to institute foreclosure proceedings and complete such foreclosure, or otherwise acquire Lessee's interest under this Lease with diligence and continuity in the case of a default which is not susceptible of being cured by the Approved Encumbrancer; provided, however, that the Approved Encumbrancer shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for termination shall be cured.

19.3 Limitation on Liability and New Lease. Any Approved Encumbrancer may become the legal owner and holder of Lessee's interest in this Lease by foreclosure of its Approved Encumbrance or as a result of the assignment of this Lease in lieu of foreclosure. No Approved Encumbrancer, however, shall become liable under the provisions of this Lease, unless and until such time as it becomes, and then only for as long as it remains, the owner of the Lessee's interest in the leasehold estate. If an Approved Encumbrancer shall acquire Lessee's interest in this Lease or as a result of a sale under such Approved Encumbrance pursuant to a judgment of foreclosure and sale, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Approved Encumbrancer shall have the privilege of transferring its interest in this Lease to a nominee or assignee without the prior consent of Lessor; provided, however, that there shall be delivered to the Spokespersons in due form for recording, within 10 days after the date of such transfer, (A) a duplicate of the instrument of assignment and (B) an instrument of assumption by the assignee of all of the Lessee's obligations under the Lease, and said Approved Encumbrancer shall be relieved of any further liability under this Lease from and after such transfer. Any purchaser at a foreclosure sale, other than an Approved Encumbrancer, must assume this Lease and it shall have no right with respect to the Leased Premises unless it so assumes and delivers a duplicate of the assumption agreement (to be executed in due form for recording) within 10 days after such purchaser acquires title to the Lessee's interest in this Lease. If Lessor obtains any money judgment against any Approved Encumbrancer (with an Approved Encumbrance on the Leased Premises) or its successor, assignee or nominee with respect to this Lease or a relationship with Lessor, then Lessor shall look solely to the leasehold interest or proceeds from any sale of the leasehold interest of this Lease to collect such judgment. Lessor shall not collect or attempt to collect any such judgment out of any other assets of the Approved Encumbrancer (with an Approved Encumbrance on the Leased Premises) or its successor, assignee or nominee.

(a) In the event of the termination of this Lease or of any succeeding lease made pursuant to the provisions of this Section 19.3(a) prior to its stated expiration date, Lessor, acting through the Spokespersons, will enter into a new lease of the Leased Premises with the Approved Encumbrancer or, if there be more than one Approved Encumbrancer, then with the Approved Encumbrancer entitled under subsection (iii) of

this Section 19.3(a), or, at the request of such Approved Encumbrancer, to its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the Rent and upon all the covenants, conditions, agreements, terms, provisions and limitations contained in this Lease, provided that:

(i) Such Approved Encumbrancer makes written request upon the Spokespersons for such new lease within 40 days after the date of such termination, and such written request is accompanied by payment to the Lessor of all amounts then due hereunder;

(ii) Such Approved Encumbrancer pays, or causes to be paid, to Lessor, at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination, and pays or causes to be paid to Lessor any and all expenses, including reasonable attorneys' fees, court costs and disbursements incurred by Lessor in connection with any such default and termination, as well as in connection with the execution and delivery of such new lease, less the net income collected by Lessor subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under said new lease or Sublease; and

(iii) If more than one such Approved Encumbrancer makes written request upon the Spokespersons in accordance with the provisions of subparagraph (i) of this Section 19.3, the new lease shall be delivered pursuant to the request of the Approved Encumbrancer whose Approved Encumbrance is prior in lien, and the written request of any Approved Encumbrancer whose Approved Encumbrance is subordinate in lien shall be void and of no force or effect; such new lease executed and delivered in accordance with the provisions of this Section 19.3 shall provide that, with respect to each and every Sublease which immediately prior to the termination of the term of this Lease was superior to the lien of the Approved Encumbrance held by the Approved Encumbrancer who obtains such new lease, by entering into such new lease, the lessee thereunder shall be deemed to have recognized the Sublessee under the Sublease pursuant to the terms of the Sublease as though the Sublease had never terminated but had continued in full force and effect after the termination of the term of this Lease, and to have assumed all of the obligations of the lessor under the Sublease accruing from and after the termination of the term of this Lease, except that the obligation of the Lessee under such new lease on any covenant of quiet enjoyment, expressed or implied, contained in the Sublease, shall be limited to the acts of such Lessee and those claiming by, under or through such Lessee.

(iv) Each Sublessee of the Leased Premises whose Sublease was in force and effect immediately prior to termination of this Lease, and which did not expire of its own terms prior to the delivery of said new lease, shall attorn to the Lessee under said new lease; furthermore, each Sublessee who hereafter

subleases a portion of the Leased Premises shall be deemed to have agreed to the provisions of this subsection.

(b) Any new lease made in accordance with the provisions of Section 19.3(a), and the leasehold estate thereby created, shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with regard to any mortgage on the Leased Premises or any part thereof or any other lien, charge or encumbrance thereon, whether or not the same shall then be in existence.

(c) Upon the execution and delivery of a new lease in accordance with the provisions of Section 19.3(a), all Subleases which theretofore may have been assigned and transferred to the Lessor shall thereupon be assigned and transferred without recourse by Lessor to the Approved Encumbrancer, as the new Lessee.

(d) Any Approved Encumbrancer may freely assign all of its right, title and interest in and to the new lease without obtaining Lessor's prior consent and in no event shall an Approved Encumbrancer be under any obligation or liability whatsoever except as herein expressly provided beyond the period of its occupancy of the Leased Premises (or portion thereof) under the new lease.

(e) If under the provisions of this Section 19, an institutional investor shall be Lessee as a trustee, each and every obligation of such trustee shall be binding upon it solely in its fiduciary capacity and shall have no force and effect against such institutional investor in its individual capacity.

(f) Lessor shall, upon request of an Approved Encumbrancer, execute, acknowledge and deliver to each Approved Encumbrancer, an agreement prepared at the sole cost and expense of Lessee, in a form satisfactory to such Approved Encumbrancer, between Lessor, Lessee and Approved Encumbrancer, agreeing to all of the provisions of Section 19.

(g) Lessor agrees that the name of any Approved Encumbrancer may be added as a named insured or to the "loss payable endorsement" of any and all insurance policies required to be carried by Lessee hereunder on the condition that the insurance proceeds are to be applied in the manner specified in the Approved Encumbrance. The proceeds of any insurance policies arising from a condemnation are to be held by any Approved Encumbrancer and distributed pursuant to the provisions of this Lease, but the Approved Encumbrancer may reserve its right to apply to the debt all, or any part, of Lessee's share of such proceeds pursuant to the Approved Encumbrance.

(h) As to any Approved Encumbrance, Lessor consents to a provision therein for an assignment of rents due to Lessee from Sublessees to the holder thereof, effective upon any default under the Approved Encumbrance, and to a provision therein that the holder thereof in any action to foreclose the same shall be entitled to the appointment of a receiver.

(i) Simultaneously with the making of a new lease as is contemplated by Section 19.3(a), the party obtaining the new lease and all other parties junior in priority

in interest in the Leased Premises shall execute, acknowledge and deliver such new instruments, including new mortgages and new Subleases, as the case may be, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purpose of restoring each of such parties to, as nearly as reasonably possible, the respective interests and status with respect to the property which was possessed by it prior to the termination of this Lease as aforesaid.

(j) Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Leased Premises to any Approved Encumbrancer, or to its nominee. Lessor agrees, however, that Lessor will, at the sole cost and expense of such Approved Encumbrancer, or its nominee, cooperate in the prosecution of summary proceedings to evict the then defaulting lessee.

(k) Lessor agrees that if any proposed Approved Encumbrancer to whom Lessee proposed to make an Approved Encumbrance on Lessee's leasehold estate hereby created shall require as a condition to making any loan secured by such mortgage that Lessor agree to reasonable modifications of this Lease, then Lessor will enter into an agreement with Lessee, in recordable form, making the reasonable modifications that are requested by such lender, provided that such changes are reasonable, and do not unreasonably expand or enlarge Lessor's obligations under this Lease, and do not change or modify the basic purpose of this Lease, the Lease Term, the rental, or any other substantive rights of the parties. The Spokespersons are hereby authorized to consent to and execute and deliver on behalf of Lessor any amendment of this Lease required to implement such modification, without the need for notice to or further consent of the Allotted Landowners.

19.4 Subleasehold Encumbrance Approval Not Required. A Developer Sublessee may likewise encumber all or any portion of its leasehold interest and assign its Approved Sublease as collateral security, by mortgage, deed of trust or other security instrument, to any person, firm, corporation or other entity or combination thereof and that said encumbrance otherwise satisfies the terms and conditions of this Section 19 (applied as though references to "Lessee" in Sections 19.2 and 19.3 were to such Developer Sublessee, unless the context requires otherwise). Neither Lessor, the Community nor the Secretary are required (pursuant to 25 C.F.R. 162.009) to approve an Approved Encumbrance securing a sub-leasehold interest under an Approved Sublease; provided that copies of all such executed sub-leasehold encumbrances must be provided to the Community and the Secretary (for recordation in accordance with 25 C.F.R. 162.443) within 15 business days after execution thereof by the Approved Encumbrancer and the sub-leasehold encumbrance incorporates the Leasehold Deed of Trust Addendum (excluding the Lessor and the Community signature pages and as amended from time to time by Lessor and the Community);

19.5 UCC Property. Lessee and its Sublessees may, from time to time and subject to applicable Legal Requirements, encumber property that may be secured under the uniform commercial code, including, without limitation, trade fixtures, inventory, furniture and equipment without the consent of Lessor, the Community or the Secretary.

19.6 Notification or Spokesperson Consent. Notwithstanding any provision in this Lease to the contrary:

- (a) Lessee is not required to notify Lessor of any encumbrance; and
- (b) Lessee is not required to obtain Lessor consent of any encumbrance; provided that either (i) Arizona law and the Community laws relating to foreclosure are used by the Approved Encumbrancer for foreclosure actions (25 CFR 162.458(b)(1)), or (ii) Spokespersons approval is obtained (25 C.F.R. 162.458(b)(3)).

20. 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 a bond against all such liens before an action is brought to enforce the 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 Lease Term upon or against the Leased Premises, all interests therein and property thereon, for which either the Lessee or Lessor may become liable. Upon written request, the Lessee shall furnish to 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 or any interests therein and property thereon by posting bonds to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless the Lessor, the Secretary and the Leased Premises and all interests 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, acting through the Spokespersons, shall promptly execute and deliver for filing any appropriate documents with reference to the real estate tax exemption of the Leased Premises when so requested by Lessee. In addition to the Rent, taxes and other charges herein described, Lessee shall pay all charges for water, sewerage, gas, electricity, telephone, cable and other utility services supplied to the Leased Premises as the same shall become due.

21. Lessor's Paying Claims. Lessor shall have the right 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 (acting through the Spokespersons) or the Secretary, fails to pay or to post bonds against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand, with interest from date of payment until repaid at the rate of interest two percentage points greater than the Prime Rate. Failure to make such repayment on demand shall constitute a breach of the covenants of this Lease.

22. Taxing Authority. Without limiting the generality of other provisions of this Lease, Lessee, for itself and its successors and assigns (including without limitation Sublessees) acknowledges, understands and agrees that: (i) SRPMIC is a taxing authority and may now and in the future impose and assess taxes on Lessee, any Sublessee, their property, and their businesses; (ii) taxing authority is an essential attribute of SRPMIC's sovereignty; and (iii) neither Lessor nor SRPMIC make any representations whatsoever as to any tax advantages that may be gained by entering into this Lease, although such advantages may exist from time to time. Lessee shall make its own independent investigation and inquiry as to any and all tax matters of material concern to

Lessee in entering into this Lease and review and understand the relevant provisions of applicable law. Any excise, transaction, sales or privilege tax (except income tax) now or hereafter levied or imposed upon Lessor on account of, attributed to or measured by rent or other charges payable by Lessee under this Lease shall be paid by Lessee to Lessor along with said rent and other charges otherwise payable by Lessee.

23. Eminent Domain.

23.1 Definition of Terms, Lessee's Option. The term "Total Taking" means the taking by a Governmental Authority of the entire Leased Premises in fee under the power of eminent domain or a voluntary transfer in lieu thereof. The term "Partial Taking" means any other taking by a Governmental Authority in fee under the power of eminent domain (or a voluntary transfer in lieu thereof), except that if one quarter or more by area, but not all of the Leased Premises is so taken, then Lessee shall have the option, exercisable within 60 days after the date of such taking, by notice in writing to Lessor and the Secretary, and with the consent of all Approved Encumbrancers, to have such Partial Taking deemed to be a "Total Taking".

23.2 Total Taking. In case of a Total Taking, the leasehold estate of Lessee and its liability for payment of Rent of every kind whatsoever (except accrued Additional Rent, if any) shall cease and terminate as of the date possession of the Leased Premises shall be so taken.

23.3 Partial Taking. In case of a Partial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date on which possession of said portion is taken, but this Lease shall continue in full force and effect as to the remainder of the Leased Premises. Thereafter, each ensuing installment of Rent shall be abated in the ratio that the value of the Leased Premises taken as unimproved real property being put to its highest and best use bears to the total value of the Leased Premises as unimproved real property being put to its highest and best use prior to such taking. Unless otherwise agreed to between the Spokespersons and Lessee and approved by the Secretary, such values shall be determined by the method set forth in this section above.

23.4 Refund of Advance Rentals. There shall be no refund of Basic Rent – Commercial Property (if applicable) paid in advance because of either a Total or Partial Taking of the Leased Premises. However, in the event of an overpayment of Rent due to a Partial Taking (determined with reference to the abatement of Rent in Section 23.3 above), any such overpayment shall be credited toward future payments of Rents as the same become due.

23.5 Allocation of Awards. Except as expressly provided herein to the contrary, the event of either a Partial or Total Taking of the Leased Premises, Lessor shall be entitled to that portion of the entire award (subject to the rights of any Approved Encumbrancer) made with respect to the then discounted present value of the Basic Rent – Commercial Property (if applicable), Hotel Rent (or, if applicable, rent payable pursuant to Section 8.2 and Section 8.3); provided that discounted present value of Hotel Rent (or, if applicable, rent payable pursuant to Section 8.2 and Section 8.3) will be determined to be zero after payment of the Adjusted Prepaid Rent Amount is made to Lessor, Additional Rent payable under this Lease for the remainder of the Lease Term, and the discounted present value of the residual value of the Leased Premises to Lessor upon the termination of this Lease. Lessee, or any Approved Encumbrancer, as their

interests may appear, shall be entitled to that portion of the entire award made with respect to the taking of the improvements erected on the Leased Premises by Lessee and with respect to Lessee's leasehold interest in the Leased Premises (which interest shall be the total value of the Leased Premises minus Lessor's interest in the Leased Premises as set forth above). All compensation and damages awarded for the taking of the Leased Premises or the improvements or any portion thereof shall, except as otherwise herein provided, and except as to such compensation as maybe deemed "relocation benefits", belong to and shall be the sole property of Lessor.

23.6 Taking for a Term. In case the Leased Premises or any portion thereof is taken for a term of years, then Lessee shall remain bound by all of the terms and provisions of this Lease and shall be entitled to the entire award made in connection with such taking; except such part, if any, as is allocable to a period beyond the Lease Term.

23.7 Voluntary Conveyance. A voluntary conveyance by Lessor, acting through the Spokespersons, to a Governmental Authority under a threat of a taking under the power of eminent domain, in lieu of formal proceedings, shall be deemed to be a taking within the meaning of this Section 23.

24. Default.

24.1 Time is of the essence of this Lease. Should Lessee default in any payment of monies or fail to post any bond as required by the terms of this Lease, and if such default shall continue uncured for the period of 12 days after certified mailing of written notice thereof by the Spokespersons, the Community and/or the Secretary to Lessee, or should Lessee breach any other covenant of this Lease, and if the breach of such other covenant shall continue uncured for a period of 60 days (or if such breach of such other covenant cannot reasonably be cured within 60 days, Lessee shall have a reasonable time to cure such breach provided that Lessee proceeds in good faith and with due diligence) after written notice thereof by the Spokespersons, the Community and/or the Secretary to Lessee, then Lessor and the Secretary may (provided that such default is not then the subject of arbitration in accordance with the provisions of Section 38 below) either:

24.2 Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or

24.3 Re-enter the Leased Premises and remove all persons and property therefrom, excluding Sublessees and property belonging to Sublessees, and

(a) Re-let the Leased Premises in a commercially reasonable manner, 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. The terms and conditions of such re-letting shall be at the discretion of Lessor, acting through the Spokespersons, and the Secretary, who shall have the right to alter and repair the Leased Premises as they deem advisable, and to re-let with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due,

including reasonable attorneys' fees, costs and real estate commissions actually paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor, acting through the Spokespersons, and/or the Secretary may sue thereafter as each monthly deficiency shall arise; or

(b) Subject to the provisions of Sections 19.1(e) and 19.2(c), (d), (e) and (h) above, terminate this Lease at any time even though Lessor and the Secretary may have exercised the rights outlined in Section 24.3(a) above.

24.4 Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this Lease. In such event, Lessor, acting through the Spokespersons, and/or the Secretary shall have the options set forth in Section 24.2 and 24.3 above.

24.5 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. Lessor, acting through the Spokespersons, and/or the Secretary at the request of the Spokespersons, shall make commercially reasonable efforts to re-let and shall maintain the Leased Premises.

24.6 In addition, to other covenants or defaults under this Lease, pursuant to 25 CFR 162.413(e), Secretary may treat any provision of a lease document that violates Federal law as a default under this Lease.

25. Attorneys' Fees. If action be brought by Lessor, through the Spokespersons, and/or by the Secretary in unlawful detainer, for Rent or any other sums of money due under this Lease, or if either party shall bring an action to enforce performance of any of the covenants and conditions of this Lease pursuant to the arbitration provisions set forth in Section 38 (or in the United States District Court as permitted under Section 38), the losing party shall pay such reasonable attorney's fees of the prevailing party, as may be determined and fixed by the arbitration panel (or such court) as a part of the costs in any such action.

26. Holding Over. Holding over by Lessee after the termination or expiration of this Lease shall not constitute a renewal or extension of this Lease or give Lessee any rights hereunder in or to the Leased Premises. Lessee agrees to remove all Removable Personal Property prior to the termination or expiration of this Lease; provided, however, that if this Lease is terminated prior to the expiration date, Lessee shall have 30 days after the termination date to remove all its Removable Personal Property. Should Lessee fail to remove any Removable Personal Property within the specified time, Lessor shall have the right to remove it and dispose of it or have it stored, all at Lessee's expense.

27. No Partnership. Lessee and Lessor are not in partnership. Except for the approvals of Lessor required under this Lease to insure the beneficial use of the Leased Premises, Lessee shall have complete control over the operation of the business conducted on the Leased Premises. The Additional Rent provisions of this Lease do not reflect any ownership right of Lessor to the businesses operated under the terms of the Lease but reflect the provisions of 25 CFR 162.607 (prior to 2013 amendments) that consideration for the Lease may be based on percentages of income produced by the land subject to this Lease.

28. 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 Lease Term; however, such termination shall not serve to abrogate this Lease. The Secretary shall notify the Spokespersons, Lessee and its surety or sureties, and Approved Encumbrancers of any such termination of federal trust status of the Leased Premises.

29. Lessee's Obligations to the United States. While 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 Lessee's obligations under this Lease, and the obligations of Lessee's sureties, are to the United States as well as to Lessor.

30. Payments and Notices. All notices, payments and demands shall be sent to the parties hereto at the address herein recited or to such addresses as the parties may hereafter designate in writing:

For Lessor: Lessor - Business Lease B 191-1
c/o Spokespersons
(to the Board Members at the addresses
maintained on file with the Director,
Community Development Department)
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

With a copy to: Attorney for Spokespersons
(to the attorney designated by the Allottee
Spokesperson Board, if any, at the
address maintained on file with the Director,
Community Development Department)
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

With a copy to: Director, Community Development Department
Business Lease B-191-1
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Lessee: Salt River Community Golf Enterprises,
a Division of the Salt River Pima-Maricopa Indian
Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Community: Director, Community Development Department
Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, AZ 85256

For Secretary: Superintendent, Salt River Agency
Bureau of Indian Affairs
10000 East McDowell
Scottsdale, AZ 85256

Notice, demands and payments shall be delivered in person, by reputable overnight courier or sent certified or registered mail, return receipt requested. Service of any notice or demand shall be deemed completed upon the earlier of actual receipt or 72 hours after date such copy is deposited with the United States Post Office or overnight courier or on the date actually received, whichever occurs first.

31. Entry and Inspection. Lessor, acting through the Spokespersons, the Community, the Secretary and their agents, employees and contractors, shall have the right, but not the obligation, to enter the Leased Premises at all reasonable times, upon reasonable advance notice, to inspect Leased Premises, to protect Lessor's interests in accordance with 25 CFR 162.464, and determine Lessee's compliance with the terms and conditions of this Lease. Any such entry shall be conducted in a manner to minimize disruption of Lessee's business on the Leased Premises.

32. Delivery of Leased Premises.

32.1 Upon expiration of the Lease Term or earlier termination of this Lease: (a) all of Lessee's rights and benefits to all improvements, fixtures and other property, except Removable Personal Property, shall automatically without further action become Lessor's and Lessee shall, if requested by Lessor or the Community execute any instrument or document reasonably required by Lessor or the Community to evidence vesting of title to such rights and property in Lessor; (b) Lessee shall deliver to Lessor possession of the Leased Premises in good, neat, sanitary and attractive order, condition and repair, reasonable wear and tear and casualty damage (governed by other provisions of this Lease) excepted, without deferred maintenance, and in compliance with all Legal Requirements; (c) Lessee shall surrender any right, title, or interest in and to the Leased Premises and deliver such evidence and confirmation thereof as Lessor or the Community reasonably requires; (d) Lessee shall deliver the Leased Premises free and clear of all (i) except as expressly permitted hereby, subleases, and (ii) other encumbrances, except (1) encumbrances that existed immediately prior to the Effective Date, (2) encumbrances expressly consented to in writing by Lessor and the Community and, by the express terms of any such consent, permitted to remain in effect following expiration of the Lease Term or earlier termination of this Lease, and (3) liens that Lessor or the Community or any of their agents caused; (e) Lessee shall assign to Lessor, without recourse, and give Lessor copies or originals of, all assignable licenses, permits, contracts, warranties, and guarantees then in effect for the Leased Premises; (f) the parties shall cooperate to achieve an orderly transition of operations from Lessee to Lessor without interruption, including delivery of such books and records (or copies

thereof) as Lessor reasonably requires; and (g) Lessee shall assign to Lessor, and Lessor shall reimburse Lessee for, all utility and other service provider deposits for the Leased Premises.

32.2 Notwithstanding anything to the contrary in this Section 32, provided that Lessee is not then in default of an obligation under this Lease, Lessee may remove any Removable Personal Property, but Lessee must do so, if at all, before expiration of the Lease Term or earlier termination of this Lease. Lessee shall repair any damage resulting from or incident to such removal. Removable Personal Property not removed from the Leased Premises before expiration of the Lease Term or earlier termination of this Lease shall be deemed abandoned and may be dealt with in Lessor's discretion, at Lessee's expense.

32.3 Lessee and/or its successors and assigns shall maintain Liability Insurance as required by Section 14 herein during any hold over period subsequent to the termination or expiration of this Lease.

32.4 This Section 32.4 only applies to the Leased Premises if the Leased Premises is developed with a Hotel. Commencing 10 years prior to the expiration of the Lease Term (the "Capital Commencement Date") and continuing each year thereafter, until termination of this Lease, Lessee shall pay an amount equal to the Capital Reserve Rate times the prior Lease Year's Hotel Gross Revenues ("Capital Payment"). Commencing on the Capital Commencement Date, Lessee shall make Capital Payments in installments on a monthly basis into a separate, exclusive capital improvement interest bearing account ("Reserve Account") at a federally insured financial institution. Upon the first January 1 immediately following the Capital Commencement Date, and each January 1 thereafter, Lessee shall submit to Lessor for approval a capital improvement program for the Leased Premises ("Annual Improvement Program") describing in reasonable detail, the elements and costs of Lessee's capital improvements to be made in the forthcoming year on the Leased Premises. Lessor, through its Spokespersons, shall approve or disapprove the Annual Improvement Program within 60 days after receipt. Failure of Lessor to approve or disapprove of the Annual Improvement Program within such 60-day period, shall be deemed an approval of the Annual Improvement Program submitted. Lessor shall not unreasonably withhold approval provided the Annual Improvement Program is commercially reasonable based on projects of similar type and age. Upon approval, Lessee shall commence and diligently proceed with construction of the improvements on the Leased Premises in accordance with the Annual Improvement Program. Not more frequently than every 30 days, Lessee may submit to Lessor a statement of costs for such construction and the actual invoices therefor and all such invoices shall be paid out of the Reserve Account as construction progresses. If the costs of the construction exceed the amount of funds in the Reserve Account, then Lessee shall pay such additional costs of construction; however, the amount of such additional costs which Lessee pays shall apply against the amounts Lessee must subsequently deposit as Capital Payments. Any funds remaining in the Reserve Account upon termination or expiration of the Lease shall be and become the property of Lessor. Any funds existing in the Reserve Account at the end of each Lease Year, shall reduce the amount Lessee must deposit in the following year. For purposes of this Section, capital improvements shall be deemed to mean those improvements located on the Leased Premises that have a useful life of five years or more, which are not typically a maintenance activity. If Lessee materially defaults under this Section 32.4, then Lessor shall have the right to require Lessee to remove any or all of the buildings or improvements on the Leased Premises at the expiration or termination of this Lease, by written notification to Lessee

no later than 90 days prior to the expiration or termination of this Lease. If Lessee is in material default under this Section 32.4 after being so notified, and after the expiration of a 45 day cure period, Lessee, at Lessee's sole cost and expense, shall remove said buildings or improvements on the Leased Premises within six months thereafter (except for the Community infrastructure constructed, controlled or maintained by the Community), and shall restore that portion of the Leased Premises as nearly as possible to the condition existing at the time this Lease commenced.

32.5 For purposes of Section 32.4:

(a) "Capital Reserve Rate" means 1% for the first five Lease Years after the Capital Commencement Date, increased by .5% every five Lease Years thereafter.

(b) "Hotel Gross Revenues" shall mean all revenues and income of any nature derived directly or indirectly from the Hotel or from the use or operation thereof, including total room sales, food and beverage sales, laundry, telephone, service charges, golf commissions (if any), spa revenue, all other amenity revenue, other income, rental or other payments from lessees, sublessees, licensees and concessionaires (but not the gross receipts of such lessees, sublessees, licensees or concessionaires), but specifically excluding the following to the extent included in the above items: (i) any gratuities or service charges added to a customer's bill; (ii) any credits or refunds made to customers; (iii) any sums and credits received by Lessee for lost or damaged merchandise; (iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or similar charges imposed by the tribe or any other governmental or quasi-governmental authority; (v) any proceeds from the sale or other disposition of the Hotel, furniture, fixtures and equipment or other capital assets; (vi) any fire and extended coverage insurance proceeds; (vii) any proceeds of financing or refinancing of the Hotel; (viii) sales of gift certificates the are intended for redemption at a place of business other than the Hotel (e.g., another hotel under the same brand or management as the Hotel operator); and (ix) any capital contributions made to the Hotel by any lender. It is understood and agreed that: (a) the sales of gift certificates by the Hotel for use at the Hotel shall not be included as Hotel Gross Revenue until such gift certificates are redeemed; and (b) the Hotel will from time to time include services from third parties as a "package" and only the net revenue from the resale of such services shall be included as Hotel Gross Revenue.

33. 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.

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

35. 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.

36. Force Majeure. Whenever under this Lease a time is stated within which or by which original construction, repairs or reconstruction of improvements shall be completed, and if during such period a general or sympathetic strike or lockout, war or rebellion, or some other event occurs or fails to occur beyond Lessee's or Lessor's power to control, or if Lessee is unable, despite the exercise of reasonable and diligent efforts, to obtain any Required Consent, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

37. Laws and Ordinances of the Community. Lessee, Lessee's employees, agents and Sublessees and their employees and agents agree to abide by all laws, regulations and ordinances of the Community now in force and effect, or those that may be hereafter in force and effect.

38. Arbitration.

38.1 Matters Subject to Arbitration. Any controversy or claim between Lessor and Lessee (including successors and assigns, Approved Encumbrancers, and Sublessees after attornment under Section 16.2) arising out of or relating to this Lease (including any estoppel certificate required under Section 53), or the breach thereof, except claims (i) for money damages in an aggregate sum of less than \$50,000 per year or (ii) that a lien (excluding Approved Encumbrances) exists or ought to exist on Lessor's interest in the Leased Premises, shall be settled by arbitration administered by the American Arbitration Association (or such other private service as may be mutually agreed to by Lessor and Lessee and consented to by the Community) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or such other rules as may be adopted, or as such rules may be modified, by agreement between Lessor and Lessee and consented to by the Community), except as such rules may contemplate state court jurisdiction. Enforcement of arbitration and judgment on the award rendered by the arbitrator(s) may be enforced and entered in the United States District Court for the District of Arizona. The place of arbitration shall be within, or within 50 miles of, the jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community. The United States Arbitration Act (Title 9 United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Reference is made to 25 U.S.C. § 416a(c), the terms of which are incorporated herein by this reference. Except as the parties may agree otherwise (with the consent of the Community), any such binding arbitration shall be conducted, upon the request of either Lessor (or the Community on Lessor's behalf) or Lessee, before three arbitrators designated by the American Arbitration Association. Any arbitrators designated to act under this Lease shall make their award in strict conformity with said rules and this Lease, and shall have no power to depart from or change any of the provisions thereof except as provided herein or as the parties may expressly agree otherwise in writing (with the Community's consent).

38.2 Jurisdiction. Jurisdiction of any controversy or claim between Lessor and Lessee (including successors and assigns, Approved Encumbrancers, and Sublessees after attornment under Section 16.2) arising out of or relating to this Lease, or the breach thereof, involving claims (i) for money damages in an aggregate sum of less than \$50,000 per year or (ii) that a lien (excluding Approved Encumbrances) exists or ought to exist on Lessor's interest in the Leased Premises, shall lie exclusively in Community Court. If multiple separate claims arising from the same cause or occurrence are brought in Community Court so that each claim is under this \$50,000 limitation, then all such claims will be subject to arbitration under Section 38.1 and not Community Court. Excluding Approved Encumbrances, claims that a lien exists or ought

to exist on Lessor's, any Allotted Landowner's or the United States' interest in the Leased Premises are barred, Lessee, for itself and all Persons now or hereafter claiming rights or interests in or related to the Leased Premises through Lessee, acknowledging again that no real property within the sovereign and jurisdictional boundaries of the Community, including without limitation the Leased Premises, may be liened, including but not limited to mechanics' and materialmen's liens, equitable liens, deeds of trust or mortgages.

38.3 Appeal Waiver. Lessee, for itself and any person claiming through Lessee, including without limitation Sublessees and Approved Encumbrancers, hereby irrevocably waives any right of appeal under 25 C.F.R. Part 2 (Appeals From Administrative Actions) or any other federal regulation or statute, from, arising out of or relating to any determination, decision, action, inaction or other matter arising out of or relating to this Lease or the Leased Premises, and any such appeal shall be barred, unless the Secretary's determination, decision, action, or inaction are not subject to resolution pursuant to arbitration under Section 38 or the Secretary decides not to be bound by the arbitrators decision under 25 C.F.R. 162.465. Arbitration or other action expressly provided for in this Section 38 shall be the sole, exclusive and final means of resolving any controversy, claim or other matter arising out of or relating to this Lease, subject to Secretary authority under 25 C.F.R. 162.465 and 162.466.

39. Employment Preference.

39.1 It is recognized that one of the basic factors involved in this Lease is the fact that substantial and persistent unemployment and underemployment exist within the Community and the project of Lessee hereunder is reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

39.2 Qualified members of the Community shall receive preference in hiring and in all other aspects of employment with Lessee in connection with the construction and operation of the improvements to be developed on the Leased Premises in accordance with terms of this Lease.

39.3 Lessee shall notify the Director of the Personnel Department of the Community of all job openings and the required qualifications for such job openings.

39.4 Lessee shall not employ any person who is not a member of the Community without giving the Director of the Personnel Department of the Community three days notice so that a qualified member of the Community may be referred for employment.

39.5 Qualified members of the Community shall have preference in promotions and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Director of the Personnel Department of the Community at least three days prior to the filling of any such vacancy if Lessee intends to fill said vacancy with a non-member of the Community.

39.6 Lessee shall report the following employment information to the Director of the Personnel Department of the Community on January 1 and July 1 of each year designating members and non-members of the Community in separate categories.

- (a) The number of each pay grade;
 - (b) All lay-offs and re-calls;
 - (c) All promotions/demotions, job reclassifications and terminations;
- and
- (d) The number receiving merit increases and the number denied merit increases.

39.7 The Community shall notify Lessee, in writing, of business enterprises owned by members of the Community which are qualified to provide maintenance or repair services with respect to the buildings, grounds or equipment. It shall thereafter be the policy of Lessee in connection with the improvements to be developed on the Leased Premises that prior to contracting with any business enterprise which is not owned by (a) member(s) of the Community for maintenance or repair services with respect to the buildings, grounds or equipment, Lessee shall give to the Community Manager the same notice of contracting opportunity and required qualifications as is given by Lessee in the ordinary course of business.

39.8 Lessee may vary from the provisions of Section 39.3 and 39.4 above in the event of an emergency situation or when it is not reasonable or practical to give the notice referred to above.

39.9 In the event it is determined that Lessee has committed a pattern and practice of violations of a provision of this Section 39, such a violation shall not be considered a breach or default of this Lease; rather, in such event, a fine, in an amount not to exceed \$250.00 per occurrence, may be imposed upon Lessee, which fine shall be paid to the Community to support job training.

39.10 Lessee agrees to specify and purchase from Salt River Sand & Rock Company, Phoenix Cement Company, or other business enterprises owned by or divisions of the Community ("Community Suppliers") as designated in writing by the Community (a) sand and gravel, (b) cement, (c) asphaltic paving materials, (d) fly ash, and (e) concrete (the "product"), in connection with the improvements to be developed on the Leased Premises to the extent that the quantity, quality, specifications, cost and availability of the product available from Community Suppliers are equivalent to or better than those which are required by Lessee and available from other suppliers; provided, however, that (1) this Section 39.10 shall apply only to Lessee, its contractors, subcontractors, and material suppliers of any of them, and shall not be deemed to apply to Sublessees or their contractors, subcontractors or material suppliers of any of them; (2) the contracts under which the product is purchased from the Community Suppliers shall provide equivalent or better terms and conditions, including but not limited to bonds, penalties, and enforceability, as would be available in a contract for the purchase of equivalent product from other suppliers; (3) in the event a Community Supplier fails to comply with the terms and conditions of a contract for the sale of a product entered into pursuant to this Section 39.10 and

is so notified in writing by Lessee, its contractor or subcontractor specifying the lack of compliance, the Lessee's, contractor's or subcontractor's obligation to purchase that product from any Community Supplier shall thereafter cease and be of no further force and effect; (4) any dispute arising under this Section 39.10 shall be subject to binding arbitration under the provisions of Section 38, above; and (5) no violation of this Section 39.10 shall be considered a breach or default of this Lease; rather, in such event a fine, in an amount equal to 10% of the contract price but in no event more than \$50,000.00 per contract, will be paid by Lessee to the Community to support job training.

39.11 It is the purpose and intent of the provisions of this Section 39 that if there are two or more persons qualified for a job opening, and one of such persons is a member of the Community, the qualified person who is a member of the Community shall be selected. If no qualified member of the Community applies for the job opening, a person who is not a member of the Community may be selected for employment.

40. Validity. This Lease, and any modifications of or amendments to this Lease, shall not be valid or binding upon either party hereto until approved by the Secretary.

41. Indemnification. To the extent not prohibited by law, Lessee holds the Secretary, the Community and the Lessors harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the Leased Premises (25 CFR 162.413(d)(1)). In addition, neither Lessor, the Community, 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 Lessee or Sublessees or any other person whomsoever, caused by any use of the Leased Premises, or by any defect in any structure erected thereon, or arising from an accident, fire or other casualty on the Leased Premises or from any other cause whatsoever, other than the negligent or willful misconduct of Lessor, the Community, the Secretary or the United States. Lessee hereby waives all claims against Lessor, the Community and the United States arising from the condition of the Leased Premises and agrees to hold Lessor, the Community and the United States free and harmless from liability for any loss, damage or injury arising from the use of the Leased Premises by Lessee, together with all costs and expenses in connection therewith, except if caused by the negligent or willful misconduct of Lessor, the Community, the Secretary or the United States. Lessor agrees to defend and hold Lessee harmless from the negligent or intentional acts of Lessor.

42. Fire and Damage Insurance.

42.1 Lessee shall, from the date of the approval of this Lease and thereafter, carry fire insurance with extended coverage endorsements, to include vandalism, covering the full insurable value of all improvements on the Leased Premises, and naming Lessor, the Community and Secretary as an additional insured. Evidence reasonably acceptable to the Lessor and the Secretary of such coverage shall be furnished to Lessor, the Community and the Secretary.

42.2 Lessee shall pay all premiums and other charges for such insurance and shall deposit with Lessor and the Secretary the receipt for each premium or other charges as paid, or satisfactory evidence thereof. In the event of damage to any improvements on the Leased Premises, subject to the provisions of any Approved Encumbrance or Sublease to the contrary, Lessee shall reconstruct, or cause to be reconstructed the damaged improvements in compliance

with applicable Legal Requirements, and in accordance with plans to be approved pursuant to Section 44 below. Such reconstruction shall commence and be completed within a reasonable time after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in escrow with an institution approved by the Secretary, subject, however, to the provisions of any Approved Encumbrance or Sublease to the contrary. Lessee shall deposit in said escrow or otherwise provide adequate funds through the use of a letter of credit or loan commitments from reliable lending institutions to reconstruct the damaged improvements. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements, and shall be disbursed during the progress of construction on proper architect's, engineer's or contractor's certificates.

42.3 If Lessee has not defaulted under this Lease, all money remaining in escrow after reconstruction has been completed shall be paid to Lessee. If a default has taken place which remains uncured, said money shall remain in escrow as security for performance by Lessee until said default is corrected, at which time, such funds remaining in escrow shall be paid to Lessee. If Lessee does not correct the default within the time frames set forth in Section 24, such funds as are necessary to correct the default shall be paid to Lessor, and the balance shall be paid to Lessee.

43. Accounting and Audits.

43.1 For each portion of the Leased Premises where Additional Rent is required to be paid, and to the extent necessary to assure compliance with the Additional Rent provisions of this Lease, Lessee shall, on or before October 31 of each year, submit to the Spokespersons, the Community and the Secretary a statement, to the extent required under Section 5.2(a)(ii), Gross Rental Receipts – Commercial Buildings, for the prior Lease Year ending July 31 which is applicable to that portion of the Leased Premises for which Additional Rent is required. In the event that Additional Rent is negotiated pursuant to Section 5.2(a)(ii), this Section 43.1 shall be interpreted to require the applicable form of Accounting Statement necessary to ensure compliance with the Additional Rent provisions of this Lease. Together with such statements, Lessee shall either (i) tender payment of any Additional Rent or (ii) submit a separate statement detailing the amount of overpayment of Rent for the Lease Year, which amount shall be credited against the next Rent payment or payments due to be made by Lessee until the entire amount of overpayment has been credited. Such statements shall be certified by an authorized officer of Lessee and reviewed by a Certified Public Accountant, licensed in the State of Arizona, and prepared in conformity with generally accepted accounting practices and procedures, consistently applied.

43.2 For the Leased Premises, when Capital Payments are required to be paid, and to the extent necessary to assure compliance with the Capital Payments, Reserve Account and Annual Improvement Program provisions of Section 32.4, Lessee shall, on or before October 31 of each year prior to the Capital Commencement Date, submit to the Spokespersons, the Community and the Secretary a statement of Hotel Gross Revenues for the prior Lease Year ending July 31 which is applicable to the Leased Premises. Such statements shall be certified by an authorized officer of Lessee and reviewed by a Certified Public Accountant, licensed in the State of Arizona, and prepared in conformity with generally accepted accounting practices and procedures, consistently applied.

43.3 Any duly authorized representative of the Spokespersons, the Community and/or the Secretary, or any qualified accounting agent or agents appointed by the Spokespersons, shall have access to, and the right to examine and audit, any or all pertinent books, documents, papers and records, including state and federal income and sales tax returns, of Lessee and Lessee's Sublessees relating to this Lease, during the normal business hours of any working day. Lessee shall insert in all Subleases a similar provision pertaining to this right of access, examination and audit and shall, upon reasonable notice, make available to said representative, agent or agents all books and records of Lessee's Sublessees to which Lessee has the right of access and which may be requested or which may be necessary for completion of an audit or a special audit of any or all business conducted pursuant to the provisions of this Lease.

43.4 In the event Lessor (acting through the Spokespersons) and/or the Secretary should cause to be conducted a special audit of Lessee's pertinent books, documents, papers and records by a Certified Public Accountant, licensed in the State of Arizona, or by an employee or agent of the United States authorized to conduct such an audit, and if such audit reveals that Lessor has been paid less than 98% of the amount to which Lessor is entitled for any reporting period covered by the audit, then the expense of such audit shall be borne by Lessee, otherwise it will be borne by Lessor and/or the Secretary. If such audit reveals that Lessor has been overpaid, then Lessee shall be entitled to a credit to its Rent payments required to be made to Lessor for the following 12-month period in an amount equal to 1/12th of the overpayment each month until the overpayment is credited in full. Upon approval by the Secretary, or his authorized representative, the audit so performed shall be binding upon both Lessee and Lessor.

43.5 In the event Lessor, acting through the Spokespersons, elects to have an audit performed and the cost of such audit is required to be paid by Lessor, then such cost shall be paid by Lessee (and offset against Rent or Capital Payments) to the auditor from the proceeds of Rent to be collected by Lessee over a 12-month period in an amount equal to 1/12th of the cost of the audit each month until paid in full.

43.6 Lessor or the Secretary shall be entitled at any time within three years after the receipt of any payment of Additional Rent to question the sufficiency of the amount thereof and/or the accuracy of the statements furnished by Lessee to substantiate the same, and shall have the right to examine and/or audit as hereinbefore described. Lessee shall, for such three-year period, keep safe and intact all of Lessee's records, books, accounts and other data which in any way bear upon or are required to substantiate in detail any such report, and Lessee shall insert in all Subleases a similar provision requiring retention of records. Lessee shall be limited to three years after making Rent payment to question the amount thereof or the accuracy of such Rent payment or forever be foreclosed from claiming any right to adjustment for overpayment of Rent.

43.7 Secretary may treat any failure by Lessee to cooperate with the Secretary's request to make appropriate records, reports, or information available to the Secretary for inspection and duplication pursuant to 25 CFR 162.413(c)(6) as a default under this Lease.

44. Plans and Designs.

44.1 Lessor and Lessee acknowledge that a preliminary site plan for the Resort Property will need to be developed based upon local and/or regional market conditions, the requirements of debt and/or equity lenders and investors, the demand for Commercial Buildings, the requirements of any Hotel operators and managers, and the commercially reasonable interests of the Golf Course(s) and Talking Stick Resort.

44.2 The Leased Premises is located within the programmatic environmental assessment of the Community that is updated periodically. Any redevelopment of the Leased Premises will require a supplemental tiered environmental assessment of the proposed area to be developed specific to the new use.

44.3 Prior to the date of commencement of development of any Commercial Buildings on all or a portion of the Leased Premises, Lessee, or a Developer Sublessee, as applicable, shall submit a site plan to the Spokespersons and the Community for review and approval. Following approval by the Spokespersons and the Community and before any comprehensive plans for building improvements are submitted to the Community, Lessee shall submit to the Community for approval total site grading, drainage, utility, roadway and signage plans ("infrastructure plans"). The Community shall approve such infrastructure plans if the same conform generally to the final site plan and applicable Legal Requirements.

44.4 Before beginning any construction whatsoever on the Leased Premises, Lessee shall submit to the Community comprehensive plans for the improvements then proposed, which may be submitted in phases; the Community shall approve such plans if the same conform generally to the site plan and infrastructure plans. The Community does not, however, assume any responsibility whatsoever for the detailed design of any structure or structures, or for any violation of any applicable Legal Requirements. The Community shall either approve or state, in reasonable specificity, its reasons for disapproval of Lessee's plans within 30 days after receipt thereof from Lessee. No material change will be made in plans after original approval without the further approval of the Community, which approval shall not be unreasonably withheld or delayed.

45. Title Insurance. Lessee may obtain, at its expense, an ALTA extended coverage lessee's policy of title insurance, assuring the conveyance of a valid leasehold interest in the Leased Premises to Lessee, and insuring Lessee's interest in the Leased Premises in a sum deemed necessary by Lessee. In the event that a title search reveals a defect in title, Lessor, acting through the Spokespersons, shall have 60 days within which to remove such defect. If it is not so removed, Lessee may, in its sole discretion, terminate this Lease or the portion thereof affected by such defect, or may continue with this Lease as if no defect existed.

46. Power of Attorney to Spokespersons.

46.1 All or a substantial portion of the Leased Premises is owned by individual Allottees who have executed this Lease as Lessor. In various portions of this Lease, the consent or approval of Lessor is required with respect to a number of items, and in addition, Section 8 above provides that a Substitute Lease may be executed for portions of the Leased Premises or subdivisions thereof, as improvements thereon are planned or completed or incident to financing needs or as otherwise provided in Section 8. Since there are a large number of individual Allottees comprising Lessor, it would be extraordinarily burdensome and inconvenient to Lessee and to Lessor for each of the Allotted Landowners to be required to personally execute all of those documents or matters which require consent, approval or some other action on the part of the Allottees who comprise Lessor. Accordingly, those five individuals identified (or to be identified prior to the Effective Date) on Exhibit G who have previously been, or will prior to the Effective Date be, designated to the position of Spokespersons for the individual Allottees which comprise Lessor are hereby irrevocably granted a Durable Power of Attorney to represent and act on behalf of the individual Allottees which comprise the Lessor. Pursuant to 25 CFR 162.446(b)(2) and 25 CFR 162.446(c), the Spokespersons shall be authorized to consent to an amendment to this Lease on behalf of the Allotted Landowners provided that such amendment is not a Material Lease Amendment. Each of the individual Allottees who comprise the Lessor, by executing this Lease, hereby makes, constitutes and irrevocably appoints the Spokespersons designated or to be designated on Exhibit G, and any successor Spokespersons appointed pursuant to this Section 46, as his/her true and lawful attorney, with full power of substitution, for him/her and in his/her name, place, and stead, and for his/her use and benefit, to sign, execute, certify, deliver, acknowledge and record any consent, approval, Substitute Lease, Approved Encumbrance, Approved Hotel Operators and their Hotel management agreements, Subordination and Non-Disturbance Agreements, Estoppels, CC&Rs, amendments to the CC&Rs, Sublease, easements, service line agreements or any other instrument or document required, necessary, advisable or convenient under the terms of this Lease, including without limitation any amendment of this Lease that is not a Material Lease Amendment, in the same manner as each of the individual Allottees which comprise the Lessor could do if he (she) were personally present taking such action, all in the sole and absolute discretion of such Spokespersons. Each of the individual Allottees which comprise the Lessor acknowledges that the foregoing Irrevocable Durable Power of Attorney (1) is coupled with an interest, and is thereby irrevocable, (2) shall survive the death, dissolution, bankruptcy, incompetency, or legal disability of any Allottee and shall extend to the legal representatives, heirs and assigns of each of them, and (3) is given in consideration of this Lease and of the execution by each individual Allottee which comprises the Lessor of this Lease.

46.2 The individual Allottees which comprise the Lessor agree to have at least five Spokespersons duly appointed at all times and acknowledge and agree that the action of a majority of the Spokespersons shall be binding upon the Lessor.

(a) A Spokesperson may be removed from that position with cause (e.g. non-responsiveness or inability to carry out Spokesperson's duties) or without cause. For removal with cause, a Plurality Vote is required. For removal without cause, a vote of a Majority of the Individual Allottees which comprise the Lessor is required. In the event of the resignation or removal of a Spokesperson, the Lessor shall have 60 days within which to appoint a substitute Spokesperson in accordance with the provisions of this Section 46.2.

(b) The substitute Spokesperson, as determined through election or appointment, shall be one of the Individual Allottees which comprise the Lessor (or a successor, assign or devisee of such allottee). In the event of a Spokesperson vacancy, the Lessor shall conduct a Plurality Vote election within 60 days of that vacancy. In the event the Lessor fails to elect a substitute Spokesperson within such 60-day period, then the substitute Spokesperson shall be appointed by the remaining Spokespersons within 20 days after the expiration of said 60-day period. Notwithstanding the foregoing, the Community, or a representative of the Community, shall not be eligible to serve as a Spokesperson.

(c) As used in this Section 46.2 and elsewhere in this Lease, the term “Majority of the Individual Allottees” shall mean those Allottees representing a majority of the ownership of a majority (more than 1/2) of the gross acreage of the Leased Premises, regardless of the actual number of Allottees involved. “Plurality Vote” shall mean the Allottee who receives the highest number of votes cast in that election. For any election, notice will be provided to all the individual Allottees which comprise the Lessor.

46.3 No amendment to this Lease will be valid or binding upon either Lessor or Lessee until approved by (i) Lessee, (ii) the Spokespersons, (iii) if the amendment is a Material Lease Amendment and the Allotted Landowner signatures are required under Federal law, then the ILCA Applicable Percentage of Allotted Landowners of each allotment included in the Leased Premises, (iv) the Community and (v) the Secretary. Provided, that a Material Lease Amendment may be approved only by the Spokespersons, the Community and Secretary, under 25 C.F.R. 162.446(b)(1), if the Allotted Landowners have first been given written notice and an opportunity to meet and advise the Spokespersons as to their wishes, and further provided that Lessee has satisfied all requirements under 25 C.F.R. 162.446(c) and the following notice, mailing and meeting procedure:

(d) Lessee shall provide written notice of the Material Lease Amendment to the individual Allottees at their last known address.

(e) Lessee shall hold an informational meeting for the individual Allottees to allow them to ask questions and express their wishes to the Spokespersons, with notice of the meeting to be provided at least 15 days prior to the meeting.

(f) After the meeting, Lessee shall provide at least 30 days for approval or disapproval of the Material Lease Amendment by the Spokespersons.

The Spokespersons are hereby authorized to consent to any Material Lease Amendment on behalf of the individual Allottees. The Spokespersons shall provide written notice of the Material Lease Amendment (or 30 days after the meeting referenced in (c) above, if applicable). In the event the Spokespersons do not consent to the Material Lease Amendment, the Spokespersons shall notify Lessee of the disapproval and state with reasonable specificity the reasons for the disapproval. At its option, Lessee may amend the Material Lease Amendment to address the reasons for disapproval and submit it for consent by the Spokespersons. No Material Lease Amendment shall be valid unless approved by the Spokespersons pursuant to Section 46.1.

47. Covenants, Conditions and Restrictions. Covenants, conditions and restrictions, which shall be submitted to and approved by the Community, may thereafter be recorded by Lessee against the Leased Premises and shall be binding upon the interests of Lessee, Lessor, Sublessees and Approved Encumbrancers in the Leased Premises for the duration of the Lease Term.

48. Quiet Enjoyment. Lessor warrants to Lessee as follows:

48.1 That Lessor is the owner of equitable title to the Leased Premises, with fee title held in trust by the United States;

48.2 That Lessor has good right to lease the Leased Premises to Lessee for the Lease Term, subject to the approval of the Secretary; and

48.3 That if Lessee punctually and in accordance with the terms hereof performs the obligations herein contained to be performed by Lessee, Lessee shall have and enjoy, during the Lease Term, the quiet and undisturbed use, possession and enjoyment of the Leased Premises, together with all appurtenances thereto. Lessor shall indemnify Lessee and hold it harmless from any and all claims, demands, costs and liabilities directly or indirectly resulting from or caused by any third party claiming any title to or right of possession of the Leased Premises or any right to receive any portion of the rental to be paid by Lessee hereunder.

49. Severability. 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, (except those which would substantially alter Lessee's monetary obligations hereunder or which would diminish Lessee's obligations to develop the Leased Premises in accordance with this Lease), the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

50. Multiple Counterparts. This Lease may be executed in any number of counterparts, and when so executed, all such counterparts shall constitute a single instrument binding upon all parties hereto notwithstanding the fact that all parties are not a signatory to the original or to the same counterpart. The parties hereto agree that the signature pages from one or more counterparts may be removed from such counterparts and such signature pages may be attached to a single instrument so that the signature of all parties may be physically attached to a single counterpart of this Lease. This Lease shall become effective upon the date of approval by the Secretary of the Interior.

51. Consent of Lessor, the Community, the Secretary, or the Superintendent. Neither Lessor, through its Spokespersons, the Community, the Secretary, nor the Superintendent shall unreasonably withhold or delay the giving of any consent or approval required pursuant to this Lease. In this regard, unless a different period of time is provided, the failure of either Lessor, through its Spokespersons, the Community, the Secretary or the Superintendent to respond to Lessee's request for consent within 45 days after submission by Lessee of its request for consent, shall be deemed to be the granting of such consent by Lessor, through its Spokespersons, the Community, the Secretary and/or the Superintendent as applicable. Notwithstanding the above,

no approval shall be deemed provided by the Secretary or the Superintendent unless federal law authorizes such approval or document to be deemed approved.

52. Companies Bonding and Insuring. All corporate surety bonds provided by Lessee in accordance with the provisions of this Lease shall be furnished by companies holding Certificates of Authority from the Secretary of the Treasury as acceptable sureties of federal bonds. Insurance policies shall be furnished and maintained by such responsible companies as are rated B + XII or better in the then current edition of the Best's Insurance Guide.

53. Estoppel Certificates. Lessor, through its Spokespersons, Lessee, the Community and the Secretary shall, within 30 days after receipt of a written request therefor from any of the parties hereto, or an Approved Encumbrancer, or its surety or an Approved Hotel Operator and at no cost and expense to the party requesting the same, execute, have acknowledged and deliver to the requesting party a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or, if there has been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the dates to which rentals hereunder have been paid; (iii) that neither party is in default under any term, covenant or provision of this Lease (or, if a party is in default specifying each such default); (iv) the address to which notices to a party shall be sent; and (v) that Lessor agrees not to disturb the tenancy of any Approved Sublessee so long as such Approved Sublessee is not in default of its Approved Sublease and Addendum, and/or ground lease and Addendum; and such other statements requested in the request as may be true and correct. Lessor, Lessee, the Community and the Secretary acknowledge that any such statement so delivered may be relied upon by any third party dealing with Lessor, Lessee, the Community or the Secretary, this Lease or the Leased Premises.

54. Hazardous Materials.

54.1 Hazardous Materials Laws. "Hazardous Materials Laws," means any and all federal, state or tribal laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to the hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any amendments to the foregoing, and any similar federal, state or tribal laws, ordinance, rules, decrees, orders or regulations.

54.2 Hazardous Materials. "Hazardous Materials" means gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, poly-chlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any Hazardous Materials Laws.

54.3 Use. Lessee shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on the Leased Premises, unless: (i) such Hazardous Materials are (a) used in the construction, repair or maintenance of the Leased Premises, (b) used in normal commercial, industrial or retail applications, or (c) sold as retail consumer products; and (ii) such use in compliance with the provisions of this Section 54.

54.4 Compliance with Laws. Lessee's use of Hazardous Materials on the Leased Premises shall be in compliance with all Hazardous Materials Laws. Lessee shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Lessee's use of Hazardous Materials on the Leased Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Lessor's request, Lessee shall deliver copies of, or allow Lessor to inspect, all such permits, licenses and approvals. Lessee shall perform any monitoring, investigation, clean-up, removal and other remedial work (collectively, "Remedial Work") required as a result of any release or discharge by Lessee of Hazardous Materials on the Leased Premises or any violation of Hazardous Materials Laws by Lessee.

54.5 Compliance with Insurance Requirements. Lessee shall comply with the requirements of its insurers regarding the use of Hazardous Materials at the Leased Premises and with such insurers' recommendations based upon prudent industry practices regarding management of Hazardous Materials.

54.6 Notice; Reporting. Lessee shall notify Lessor, in writing, within two business days after any of the following: (a) a release or discharge by Lessee of any Hazardous Materials in quantities that would be reportable to a public agency; (b) Lessee's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any violation by Lessee of Hazardous Materials Laws; (c) Lessee's receipt of any notice of violation by Lessee of any Hazardous Materials Law; or (d) Lessee's receipt of notice of any claims made by any third party against Lessee relating to any loss or injury resulting from the generation, release, storage or disposal at the Leased Premises by Lessee of Hazardous Materials.

54.7 Termination; Expiration. Upon the termination or expiration of this Lease, Lessee shall remove from the Leased Premises any equipment, improvements or storage facilities installed by Lessee and utilized by Lessee in connection with any Hazardous Materials and shall, clean up, detoxify, repair and otherwise restore Leased Premises to a condition such that Hazardous Materials generated, released, stored or disposed of by Lessee on the Leased Premises, if any, are not present in concentrations requiring Remedial Work under Hazardous Materials Laws.

54.8 Indemnity. To the extent not prohibited by law, Lessee indemnifies the Secretary, the Community and the Lessors against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Leased Premises that occurs during the Lease Term, regardless of fault, with the exception that the Lessee is not required to indemnify the Lessors for liability or cost arising from the Lessor's negligence or willful misconduct (25 CFR 162.413(d)(2)).

55. Approved Hotel Operator.

55.1 All Messages to Lessee under Section 19.2(c) shall at the same time be provided to the Approved Hotel Operator at the address theretofore designated by the Approved Hotel Operator. Copies of Messages shall be sent by reputable overnight courier or registered or certified mail, and shall be deemed given upon the earlier of actual receipt or 72 hours after the date such copy is deposited with the United States Post Office or overnight courier with postage charges prepaid. No Message given by the Spokespersons, the Community or the Secretary shall be effective unless and until a copy of said Message shall be given to the Approved Hotel Operator pursuant to this Section 55. In the case of an assignment of the Approved Hotel Management Agreement or change in address of the Approved Hotel Operator, the assignee or Approved Hotel Operator, by written notice to Lessor, the Community and the Secretary, may change the address to which copies of Messages are to be sent. Lessor, the Community or the Secretary shall not be bound to recognize any assignment of the Approved Hotel Management Agreement unless and until Lessor, the Community and the Secretary shall be given written notice of such assignment and the name and address of the assignee, and thereafter such assignee shall be deemed to be an "Approved Hotel Operator" under this Lease.

55.2 The Approved Hotel Operator, after receiving notice in accordance with this Section 55, will have 30 days more than is given to Lessee after notice to it, to remedy any default or to cause the same to be remedied. In case Lessee shall default under any of the provisions of this Lease, the Approved Hotel Operator shall have the right to make good such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is hereby required to do or perform, and Lessor shall accept such performance on the part of the Approved Hotel Operator as though the same had been done or performed by Lessee.

56. Governing Law. This Lease shall be construed in accordance with Community and applicable federal law, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing provision shall in no event subject Lessor or the Community to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Article 37 above or elsewhere in this Lease. Lessor agrees to this limited application of Arizona State common law pursuant to 25 CFR 162.014(c).

57. Confidentiality. Lessor, Lessee, the Community and the Secretary mutually agree to hold confidential the information supplied by either party to the other pursuant to the terms of this Lease or other documents or information reasonably deemed by either party to contain or constitute trade secret or proprietary information, and designated as such in writing.

58. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties' heirs, successors, Sublessees and permitted assigns.

59. Amendments. This Agreement constitutes the complete understanding of the parties hereto, and any amendments to this Agreement must be agreed to in writing and signed by both parties and approved by the Secretary and the Community. To the extent authorized by Section 46 of this Lease, the Spokespersons may execute an amendment on behalf of Lessor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the date and year first above written.

LESSEE:

SALT RIVER COMMUNITY GOLF
ENTERPRISES, a wholly-owned enterprise of the
Salt River Pima-Maricopa Indian Community

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of Salt River Community Golf Enterprises, a wholly-owned enterprise of the Salt River Pima-Maricopa Indian Community.

Notary Public

Document: Substitute Business Lease B-191-2	Date: _____, 20__	# of Pages:
Signers:	Spokespersons, Salt River Community Golf Enterprises, SRPMIC, and Secretary	

LESSOR: CONSENT OF ALLOTTED LANDOWNERS

Acting collectively through their Spokespersons, who execute this Substitute Lease on behalf of the Lessor pursuant to the authority granted to them in the A&R Lease:

Spokespersons:

Spokesperson #1

Spokesperson #2

Spokesperson #3

Spokesperson #4

Spokesperson #5

STATE OF ARIZONA)
) ss
County of MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____

_____ as
Spokespersons acting on behalf of certain allotted landowners within the Salt River Pima-
Maricopa Community, pursuant to the authority granted in the Master Lease.

Notary Public

My Commission Expires:

Document: Substitute Business Lease B-191-2	Date: _____, 20__	# of Pages:
Signers:	Spokespersons, Salt River Community Golf Enterprises, SRPMIC, and Secretary	

CONSENTED TO BY COMMUNITY:

THIS SUBSTITUTE BUSINESS LEASE B-191-2 IS HEREBY APPROVED BY THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY IN ACCORDANCE WITH ITS LAWS.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ the _____ of the Salt-River Pima
Maricopa Indian Community, on behalf of the Community.

Notary Public

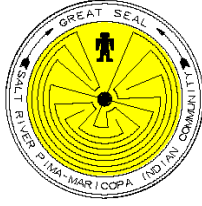
Document: Substitute Business Lease B-191-2	Date: _____, 20__	# of Pages:
Signers:	Spokespersons, Salt River Community Golf Enterprises, SRPMIC, and Secretary	

EXHIBIT A

RESERVED

EXHIBIT B

LEGAL DESCRIPTION OF A&R LEASED PREMISES



SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

ENGINEERING & CONSTRUCTION SERVICES

SURVEY DIVISION

LEGAL DESCRIPTION TALKING STICK GOLF COURSE

A **PARCEL** being Talking Stick Golf Course and being Allotted Land located within the Salt River Pima-Maricopa Indian Community and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

BEGINNING at an Aluminum Disk (AD) in handhole for the South Quarter Corner of said Section 5; THENCE S89°37'36"W (assumed basis of bearing) along the South Line of said Section 5 a distance of 658.84 feet to the Southwest Corner of the East Half of the of the Southeast Quarter of the Southwest Quarter (E ½ SE ¼ SW ¼) and from which a brass cap flush for the Southwest Corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) bears S89°37'36"W 658.84 feet distant therefrom; THENCE N00°03'52"W along the West Line of said E ½ SE ¼ SW ¼ a distance of 1313.85 feet to the Southeast Corner of the West Half of the Northeast Quarter of the Southwest Quarter (W ½ NE ¼ SW ¼); THENCE S89°32'17"W along the South Line of said W ½ NE ¼ SW ¼ a distance of 659.74 feet to a General Land Office (GLO) Brass Cap for the Southwest Corner of said NE ¼ SW ¼; THENCE N00°11'42"E along the West Line of said NE ¼ SW ¼ a distance of 1325.66 feet to the Southwest Corner of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); THENCE N00°00'05"E along the West Line of said SE ¼ NW ¼ a distance of 1315.06 feet to the Southwest Corner of GLO Lot #10; THENCE N00°05'05"E along the West Line of said GLO Lot #10 a distance of 1500.38 feet to a GLO Brass Cap for the Northwest Corner of said GLO Lot #10; THENCE S89°40'45"E along the North Line of said GLO Lot #10 a distance of 1317.40 feet to a GLO Brass Cap for the North Quarter Corner of said Section 5; THENCE S89°59'40"E along the North Line of said Section 5 a distance of 1320.13 feet to a GLO Brass Cap for the Northwest Corner of GLO Lot #6; THENCE S89°52'02"E along the North Line of said GLO Lot #6 a distance of 662.58 feet to a 1" Iron Pipe for the Northeast Corner of said GLO Lot #6; THENCE S00°03'54"W along the East Line of said GLO Lot #6 a distance of 1467.29 feet to a 1" Iron Pipe for the Northeast Corner of the West Half of the Southeast Quarter of the Northeast Quarter (W ½ SE ¼ NW ¼); THENCE S00°08'49"W along the East Line of said W ½ SE ¼ NE ¼ a distance of 1319.02 feet to the Northeast Corner of the West Half of the Northeast Quarter of the Southeast Quarter (W ½ NE ¼ SE ¼); THENCE S00°08'21"W along the East Line of said W ¼ NE ¼ SE ¼ a distance of 1319.15 feet to the Northeast Corner of the West Half of the Southeast Quarter of the Southeast Quarter (W ½ SE ¼ SE ¼); THENCE S00°00'48"E along the East Line of said W ½ SE ¼ SE ¼ a distance of 1321.71 feet to a 1" Iron Pipe for the Southeast Corner of said W ½ SE ¼ SE ¼ and said point being on the said South Line of the Southeast Quarter (SE ¼) of said Section 5; THENCE S89°44'09"W along said South Line a distance of 1978.90 feet to the **Point of Beginning**.

Said **PARCEL** containing 17,073,246 square feet, or 391.9478 gross acres (388.6196 net acres), more or less.

Being **SUBJECT** to a Roadway and Utility Easement over the Southerly 55.00 feet of Salt River Allotment (SRAL) # 32420 and SRAL #65520 and the Northerly 55.00 feet of SRAL #5020 and SRAL #5220 of said **PARCEL** thereof.



Expires 9-30-2019

LEGAL DESCRIPTION

A **PARCEL** being Talking Stick Golf Course and being Allotted Land located within the Salt River Pima-Maricopa Indian Community and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

BEGINNING at an Aluminum Disk (AD) in handhole for the South Quarter Corner of said Section 5; THENCE S89°37'36"W (assumed basis of bearing) along the South Line of said Section 5 a distance of 658.84 feet to the Southwest Corner of the East Half of the of the Southeast Quarter of the Southwest Quarter (E ½ SE ¼ SW ¼) and from which a brass cap flush for the Southwest Corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) bears S89°37'36"W 658.84 feet distant therefrom; THENCE N00°03'52"W along the West Line of said E ½ SE ¼ SW ¼ a distance of 1313.85 feet to the Southeast Corner of the West Half of the Northeast Quarter of the Southwest Quarter (W ½ NE ¼ SW ¼); THENCE S89°32'17"W along the South Line of said W ½ NE ¼ SW ¼ a distance of 659.74 feet to a General Land Office (GLO) Brass Cap for the Southwest Corner of said NE ¼ SW ¼; THENCE N00°11'42"E along the West Line of said NE ¼ SW ¼ a distance of 1325.66 feet to the Southwest Corner of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); THENCE N00°00'05"E along the West Line of said SE ¼ NW ¼ a distance of 1315.06 feet to the Southwest Corner of GLO Lot #10; THENCE N00°05'05"E along the West Line of said GLO Lot #10 a distance of 1500.38 feet to a GLO Brass Cap for the Northwest Corner of said GLO Lot #10; THENCE S89°59'40"E along the North Line of said Section 5 a distance of 1320.13 feet to a GLO Brass Cap for the Northwest Corner of GLO Lot #6; THENCE S89°52'02"E along the North Line of said GLO Lot #6 a distance of 662.58 feet to a 1" Iron Pipe for the Northeast Corner of said GLO Lot #6; THENCE S00°03'54"W along the East Line of said GLO Lot #6 a distance of 1467.29 feet to a 1" Iron Pipe for the Northeast Corner of the West Half of the Southeast Quarter of the Northeast Quarter (W ½ SE ¼ NW ¼); THENCE S00°08'49"W along the East Line of said W ½ SE ¼ NE ¼ a distance of 1319.02 feet to the Northeast Corner of the West Half of the Northeast Quarter of the Southeast Quarter (W ½ NE ¼ SE ¼); THENCE S00°08'21"W along the East Line of said W ½ NE ¼ SE ¼ a distance of 1319.15 feet to the Northeast Corner of the West Half of the Southeast Quarter of the Southeast Quarter (W ½ SE ¼ SE ¼); THENCE S00°00'48"E along the East Line of said W ½ SE ¼ SE ¼ a distance of 1321.71 feet to a 1" Iron Pipe for the Southeast Corner of said W ½ SE ¼ SE ¼ and said point being on the said South Line of the Southeast Quarter (SE ¼) of said Section 5; THENCE S89°44'09"W along said South Line a distance of 1978.90 feet to the **Point of Beginning**.

Said **PARCEL** containing 17,073,246 square feet, or 391.9478 gross acres (388.6196 net acres), more or less.

Being **SUBJECT** to a Roadway and Utility Easement over the Southerly 55.00 feet of Salt River Allotment (SRAL) # 32420 and SRAL #65520 and the Northerly 55.00 feet of SRAL #5020 and SRAL #5220 of said **PARCEL** thereof.

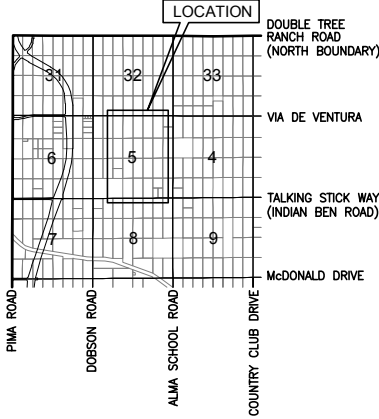
CFedS CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
CFedS #1040



VICINITY MAP



Revisions

REVISED RHK
10-17-2018

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
ENGINEERING & CONSTRUCTION SERVICES
10005 EAST OSBORN ROAD
SCOTTSDALE, ARIZONA 85256



RESULTS OF SURVEY FOR
TALKING STICK GOLF COURSE
LOCATED IN
SECT. 5, T2N-R5E

SURVEY DIVISION
Integrity
Service
Respect

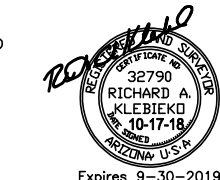
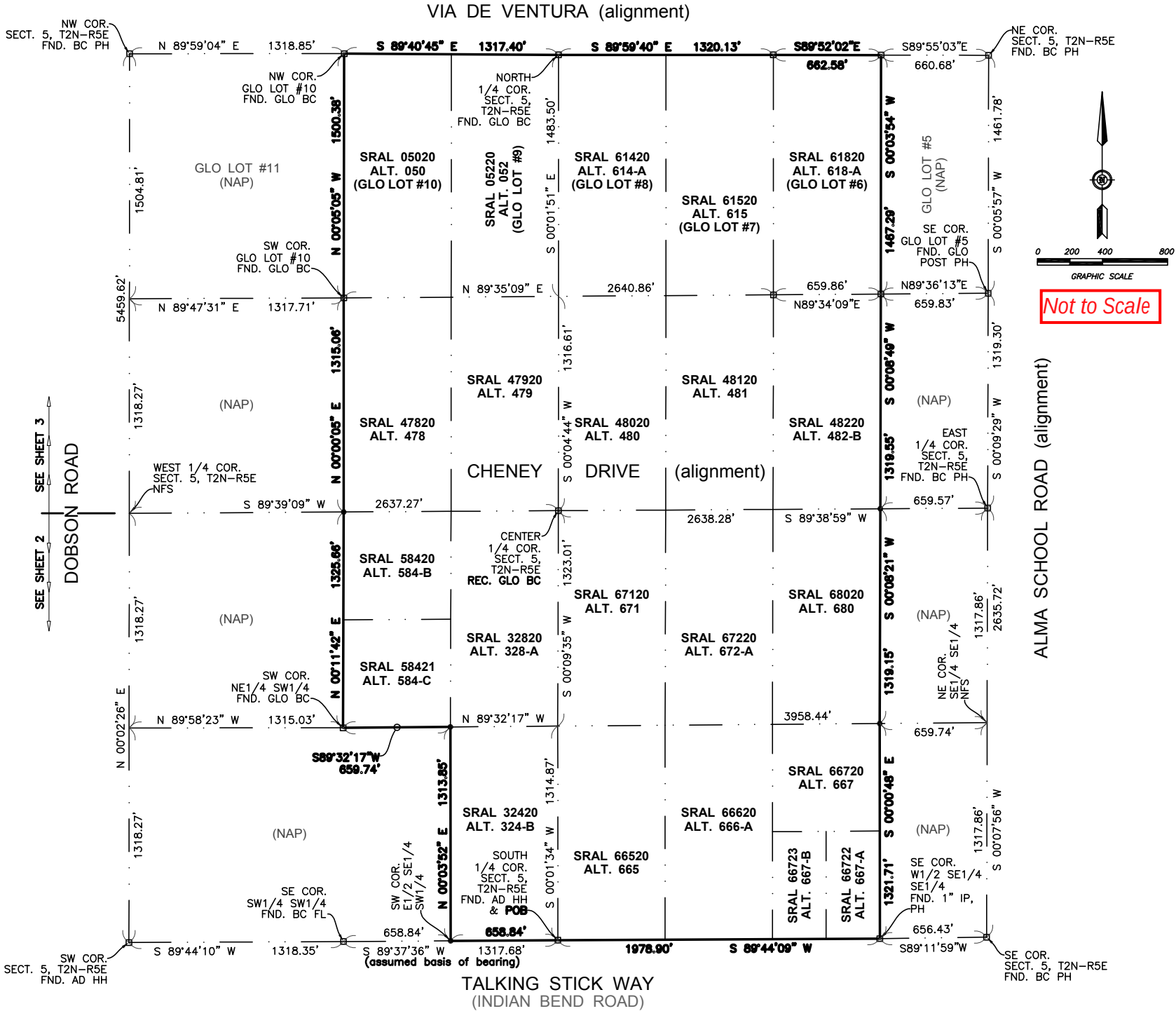
JOB NUMBER
180715
DESIGNED BY
SURVEY
DRAWN BY
RHKeeyama
CHECKED BY
RAKlebieko
DATE
07/31/2018
SHEET NUMBER
1 of 3

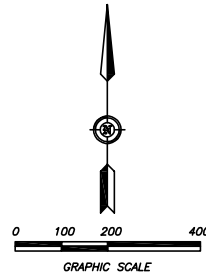
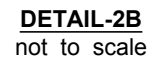
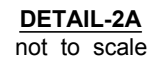
REFERENCE DOCUMENTS:

1. GENERAL LAND OFFICE (GLO) RESURVEY OF TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, ARIZONA, OFFICIALLY FILED 6/27/1913.
2. IMPROVEMENT PLANS FOR SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY VIA DE VENTURA/DOBSON ROAD PROJECT BY KIMLEY-HORN AND ASSOCIATES, PROJECT NO. 091085.02, DATED FEBRUARY 1999.
3. RESULTS OF BOUNDARY SURVEY FOR TALKING STICK UNDEVELOPED PARCEL: SECTION 5, T2N-R5E, ENGINEERING AND CONSTRUCTION SERVICES (ECS) SURVEY DIVISION, PROJECT NO. 131218 AND 140110.
4. RESULTS OF SURVEY FOR TRIBAL GOLF COURSE ECS SURVEY DIVISION, PROJECT NO. 951104, DATED DECEMBER 5, 1995.
5. RESULTS OF SURVEY FOR TRIBAL GOLF COURSE ECS SURVEY DIVISION, PROJECT NO. 951104, DATED DECEMBER 5, 1995.
6. PROPOSED RIGHTS-OF-WAY FOR VIA DE VENTURA (96E230) JOB #960805 DATED 01/03/97.
7. PROPOSED RIGHTS-OF-WAY FOR INDIAN BEND ROAD JOB #960901 DATED 09/15/96.
8. GRANT OF EASEMENT FOR VIA DE VENTURA RECORDING #615-014-02.
9. GRANT OF EASMENT FOR INDIAN BEND ROAD RECORDING #615-009-97.

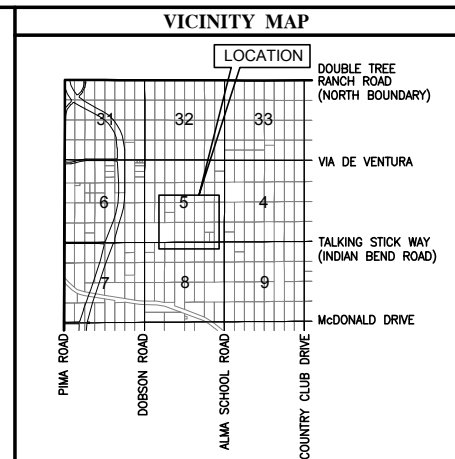
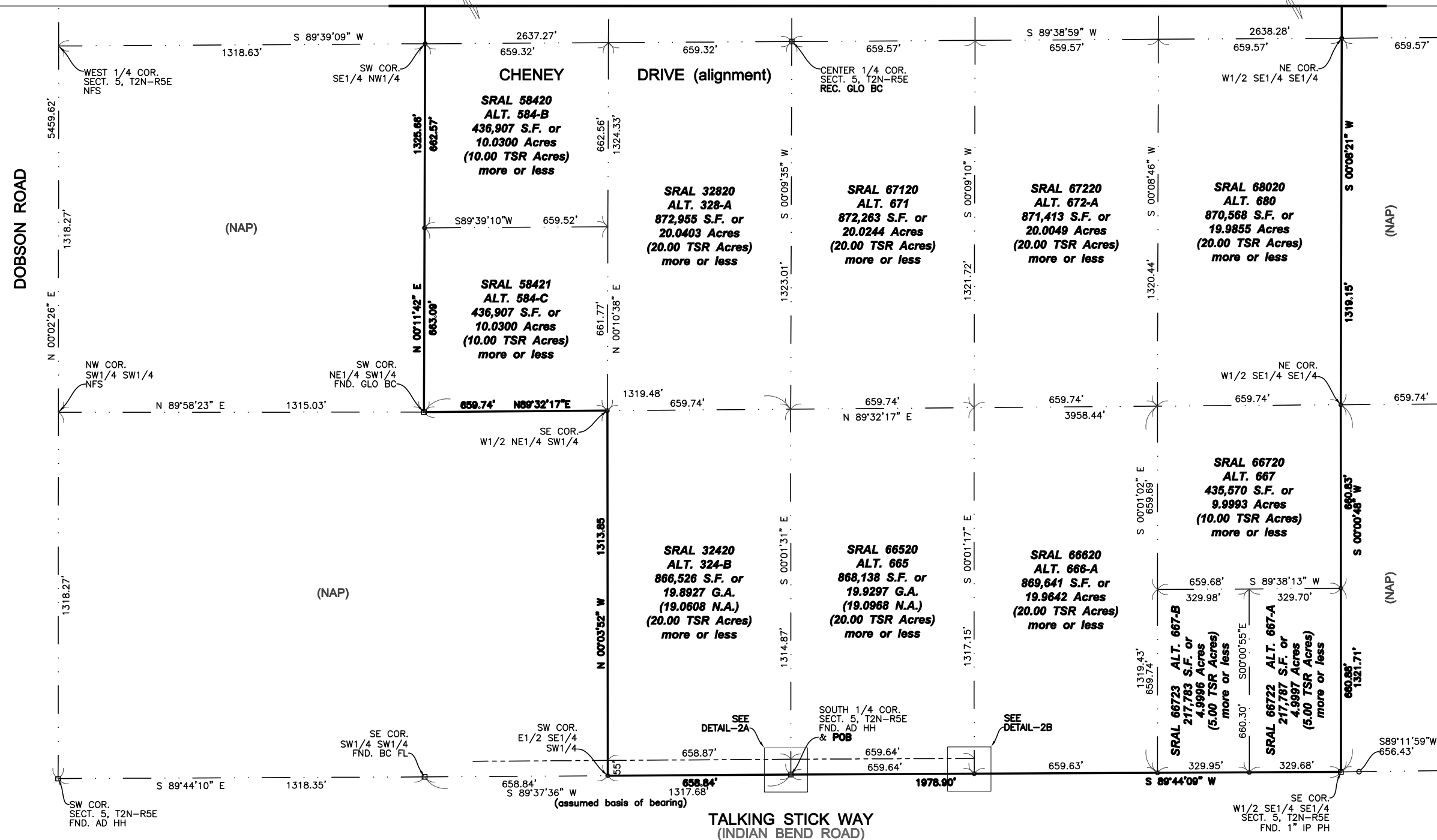
SRAL	ALT.	S.F.	Acres	TSR Acres	M-L
05020	050	986,625	22.6498	22.62	-
05220	052	981,045	22.5217	22.54	-
32420	324-B	866,526	19.8927	20.00	-
32820	328-A	872,955	20.0403	20.00	-
47820	478	867,863	19.9234	20.00	-
47920	479	868,369	19.9350	20.00	-
48020	480	869,031	19.9502	20.00	-
48120	481	869,519	19.9614	20.00	-
48220	482-B	869,832	19.9686	20.00	-
58420	584-B	436,907	10.0300	10.00	-
58421	584-C	436,907	10.0300	10.00	-
61420	614-A	977,682	22.4445	22.45	-
61520	615	974,489	22.3712	22.37	-
61820	618-A	972,333	22.3217	22.29	-
66520	665	868,138	19.9297	20.00	-
66620	666-A	869,641	19.9642	20.00	-
66720	667	435,570	9.9993	10.00	-
66722	667-A	217,787	4.9997	5.00	-
66723	667-B	217,783	4.9996	5.00	-
67120	671	872,263	20.0244	20.00	-
67220	672-A	871,413	20.0049	20.00	-
68020	680	870,568	19.9855	20.00	-

ALT. Total		391.9478		-
PAR. G.A. Total	17,073,246	391.9478		-
PAR. N.A. Total	16,998,732	388.6196		-





SEE SHEET 3



LEGEND

☐ MONUMENT	● 1/2" RB. FND. or SET
CB BRASS CAP	NW,SE,etc...
AD ALUMINUM DISK	NFS NORTHWEST, SOUTHEAST
IP IRON PIPE	PH POTHOLE
RB. REBAR	HH HANDHOLE
FND. FOUND	FL FLUSH
COR. CORNER	PAR. PARCEL
T TOWNSHIP	N.A. NET ACRES
R RANGE	G.A. GROSS ACRES
SECT. SECTION	E.A. EASEMENT ACRES
S.F. SQUARE FEET	M-L MORE OR LESS
ALT. ALLOTMENT	NAP NOT A PART OF
SRAL. SALT RIVER ALLOTMENT	# NUMBER
GLO. GENERAL LAND OFFICE	
POB. POINT OF BEGINNING	
TSR. TITLE STATUS REPORT	
Cfd&S. CERTIFIED LAND SURVEYOR	
RLS. REGISTERED LAND SURVEYOR	
ECS. ENGINEERING & CONSTRUCTION SERVICES	
SRPMC. SALT RIVER PIMA-MARCOPA INDIAN COMMUNITY	

NOTES

1. All dimensions shown on this Survey Plat represent horizontal ground distances and reported in United States Survey Feet and decimals of feet.

2. All documents referenced above are on file with the Salt River Pima-Maricopa Indian Community (SRPMIC) ECS Survey Division located at 10005 East Osborn Road, Scottsdale, Arizona in Building B, second floor of the Two Waters Complex.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER (SE1/4 SW1/4)
OF SECTION 5, TOWNSHIP 2 NORTH-RANGE 5
EAST, OF THE GILA & SALT RIVER BASE &
MERIDIAN. ASSUMED AS S89°37'36"W.

CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
RLS 32790



Expires 9-30-2019

ARICOPA NITY N SERVICES DAD 85256	Revisions
	REVISED RHK
	10-17-2018

RIVER PIMA-MARICOPA INDIAN COMMUNITY ENGINEERING & CONSTRUCTION
10005 EAST OSBORN ROAD
SCOTTSDALE, ARIZONA



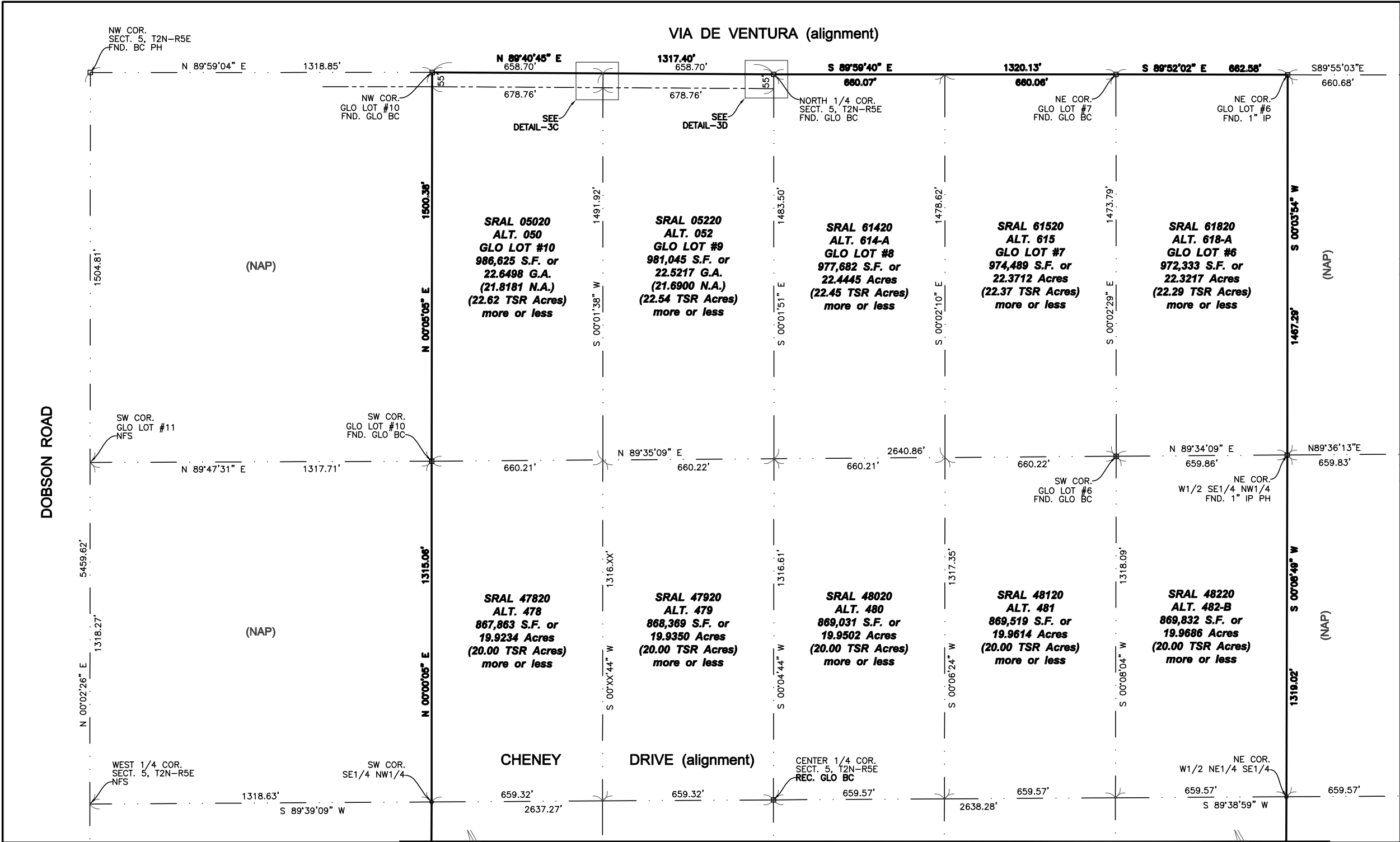
**RESULTS OF SURVEY FOR
TALKING STICK GOLF COURSE
LOCATED IN
SECT. 5, T2N-R5E**

DIVISION
tegrity
ervice
espect



B NUMBER	180715
DESIGNED BY	SURVEY
DRAWN BY	RHKeervama
CHECKED BY	RAKlebieko
DATE	07/31/2018
SHEET NUMBER	

2 of 3



VICINITY MAP

LOCATION

DOUBLE TREE RANCH ROAD (NORTH BOUNDARY)

VIA DE VENTURA

TALKING STICK WAY (INDIAN BEND ROAD)

MCDONALD DRIVE

PIMA ROAD

DOBSON ROAD

ALMA SCHOOL ROAD

COUNTRY CLUB DRIVE

Revisions

REVISED RHK 10-17-2018

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY ENGINEERING & CONSTRUCTION SERVICES 10005 EAST OSBORN ROAD SCOTTSDALE, ARIZONA 85256

LEGEND

MONUMENT

BC BRASS CAP

AD ALUMINUM DISK

IP IRON PIPE

RB REBAR

FND. FOUND

COR. CORNER

T TOWNSHIP

R RANGE

SECT. SECTION

S.F. SQUARE FEET

ALT. ALLOTMENT

SRAL SALT RIVER ALLOTMENT

GLO GENERAL LAND OFFICE

POB POINT OF BEGINNING

TSR TITLE STATUS REPORT

CFedS CERTIFIED LAND SURVEYOR

RLS REGISTERED LAND SURVEYOR

ECS ENGINEERING & CONSTRUCTION SERVICES

SRPMIC SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

1/2" RB. FND. or SET

NW,SE,etc... NORTHWEST, SOUTHEAST

NFS NOTHING FND. or SET

PH POTHOLE

HH HANDHOLE

FL FLUSH

PAR. PARCEL

N.A. NET ACRES

G.A. GROSS ACRES

E.A. EASEMENT ACRES

M-L MORE OR LESS

NAP NOT A PART OF

NUMBER

NOTES

1. All dimensions shown on this Survey Plat represent horizontal ground distances and reported in United States Survey Feet and decimals of feet.

2. All documents referenced above are on file with the Salt River Pima-Maricopa Indian Community (SRPMIC) ECS Survey Division located at 10005 East Osborn Road, Scottsdale, Arizona in Building B, second floor of the Two Waters Complex.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4 SW1/4) OF SECTION 5, TOWNSHIP 2 NORTH-RANGE 5 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN. ASSUMED AS S89°37'36"W.

CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
RLS 32790

32790
RICHARD A. KLEBIEKO
10-17-18
ARIZONA U.S.N.

Expires 9-30-2019

SURVEY DIVISION Integrity Service Respect

JOB NUMBER 180715

DESIGNED BY SURVEY

DRAWN BY RHKeavama

CHECKED BY RAKlebieko

DATE 08/01/2018

SHEET NUMBER 3 of 3

EXHIBIT C

LEGAL DESCRIPTION OF THE 46.3012 ACRE RESORT PROPERTY



SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

ENGINEERING & CONSTRUCTION SERVICES

SURVEY DIVISION

LEGAL DESCRIPTION

UNDEVELOPED PARCEL

A **PARCEL** located within the Salt River Pima Maricopa Indian Community being part of Salt River Allotments 480, 481, 482-B, 614-A, 615, 618-A, 671, 672-A and 680 (Allotments 48020, 48120, 48220, 61520, 61820, 67120, 67220 and 68020, respectively) and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

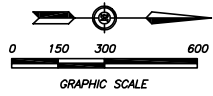
Commencing at a General Land Office (GLO) brass cap for the North Quarter Corner of said Section 5 and which a GLO brass cap for the Northwest Corner of said GLO Lot 10 bears N89°40'45"W (assumed basis of bearing) 1317.40 feet distant therefrom; THENCE S21°05'14"E a distance of 841.98 feet to the **TRUE POINT OF BEGINNING**; THENCE S27°20'58"E a distance of 21.78 feet to the beginning of a curve concave northeasterly and having a radius of 219.00 feet; THENCE southeasterly along the arc of said curve and through a central angle of 04°33'27" a distance of 17.42 feet; THENCE S53°19'19"E a distance of 244.74 feet; THENCE N85°49'33"E a distance of 216.14 feet; THENCE S58°32'25"E a distance of 315.62 feet; THENCE S58°02'44"E a distance of 661.26 feet; THENCE S00°00'12"E a distance of 50.00 feet; THENCE S70°16'55"W a distance of 263.39 feet; THENCE S10°35'42"E a distance of 817.58 feet; THENCE S14°44'49"E a distance of 196.47 feet; THENCE S05°38'36"W a distance of 182.68 feet; THENCE S45°18'10"W a distance of 278.66 feet; THENCE N67°12'40"W a distance of 205.01 feet; THENCE S81°05'07"W a distance of 255.24 feet; THENCE S73°12'13"W a distance of 208.96 feet; THENCE N75°26'35"W a distance of 159.11 feet; THENCE S70°08'00"W a distance of 246.60 feet to a non-tangent curve concave northwesterly and having a radius of 1124.00 feet and from which the radius point bears N75°55'56"W and from which the a brass cap in handhole for the South Quarter Corner of said Section 5 bears S06°35'22"W 2414.02 feet distant therefrom; THENCE northerly along the arc of said curve and through a central angle of 08°37'33" a distance of 169.22 feet to a reverse curve concave southeasterly and having a radius of 602.22 feet; THENCE northeasterly along the arc of said

curve and through a central angle of $40^{\circ}00'42''$ a distance of 420.55 feet; THENCE $N37^{\circ}25'50''W$ a distance of 68.30 feet; THENCE $N53^{\circ}51'20''W$ a distance of 42.54 feet to the beginning of a curve concave southwesterly and having a radius of 202.81 feet; THENCE northwesterly along the arc of said curve and through a central angle of $43^{\circ}48'05''$ a distance of 155.04 feet; THENCE $N02^{\circ}06'23''E$ a distance of 33.53 feet; THENCE $N47^{\circ}03'07''E$ a distance of 147.14 feet; THENCE $N63^{\circ}25'54''E$ a distance of 44.72 feet; THENCE $N06^{\circ}35'13''W$ a distance of 624.92 feet; THENCE $N13^{\circ}28'42''E$ a distance of 229.35 feet; THENCE $N09^{\circ}16'31''W$ a distance of 489.30 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 231.00 feet and from which the radius point bears $N61^{\circ}34'01''E$; THENCE northwesterly along the arc of said curve and through a central angle of $13^{\circ}13'22''$ a distance of 53.31 feet to a reverse curve concave southwesterly and having a radius of 219.00 feet; THENCE northwesterly along the arc of said curve and through a central angle of $12^{\circ}08'21''$ a distance of 46.40 feet; THENCE $N27^{\circ}20'58''W$ a distance of 8.58 feet; THENCE $N62^{\circ}39'01''E$ a distance of 40.00 feet to the **True Point of Beginning**.

Said **PARCEL** containing 2,016,880 square feet, or 46.3012 acres, more or less.



Expires 9-30-2019



DOBSON ROAD

TOTAL UNDEVELOPED PARCEL
2,016,880 S.F.
or
46.3012 Acres
more or less

(NOT A PART)

(NOT A PART)

SEE SHEET 2

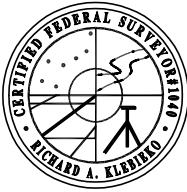
(NOT A PART)

ALMA SCHOOL ROAD (alignment)

CFedS CERTIFICATION

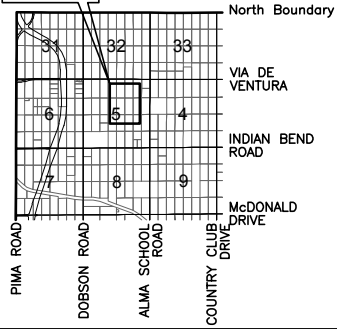
I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
CFedS #1040



VICINITY MAP

LOCATION



REVISÉD

MODIFIED RHK
05-13-2015

REVISED RHK
10-16-2018

**SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
ENGINEERING & CONSTRUCTION SERVICES
10005 EAST OSBORN ROAD
SCOTTSDALE, ARIZONA 85256**



LEGAL DESCRIPTION

UNDEVELOPED PARCEL

A **PARCEL** located within the Salt River Pima Maricopa Indian Community being part of Salt River Allotments 480, 481, 482-B, 614-A, 615, 618-A, 671, 672-A and 680 (Allotments 48020, 48120, 48220, 61520, 61820, 67120, 67220 and 68020, respectively) and being part of Section 5, Township 2 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

commencing at a General Land Office (GLO) brass cap for the North Quarter Corner of said Section 5 and which a GLO brass cap for the Northwest Corner of said GLO Lot 10 bears N89°40'45"W (assumed basis of bearing) 1317.40 feet distant therefrom; THENCE S21°05'14"E a distance of 841.98 feet to the **TRUE POINT OF BEGINNING**; THENCE S27°20'58"E a distance of 21.78 feet to the beginning of a curve concave northeasterly and having a radius of 219.00 feet; THENCE southeasterly along the arc of said curve and through a central angle of 04°33'27" a distance of 17.42 feet; THENCE S53°19'19"E a distance of 244.74 feet; THENCE N85°49'33"E a distance of 216.14 feet; THENCE S58°32'25"E a distance of 315.62 feet; THENCE S58°02'44"E a distance of 661.26 feet; THENCE S00°00'12"E a distance of 50.00 feet; THENCE S70°16'55"W a distance of 263.39 feet; THENCE S10°35'42"E a distance of 817.58 feet; THENCE S14°44'49"E a distance of 196.47 feet; THENCE S05°38'36"W a distance of 182.68 feet; THENCE S45°18'10"W a distance of 278.66 feet; THENCE N67°12'40"W a distance of 205.01 feet; THENCE S81°05'07"W a distance of 255.24 feet; THENCE S73°12'13"W a distance of 208.96 feet; THENCE N75°26'35"W a distance of 159.11 feet; THENCE S70°08'00"W a distance of 246.60 feet to a non-tangent curve concave northwesterly and having a radius of 1124.00 feet and from which the radius point bears N75°55'56"W and from which the a brass cap in handhole for the South Quarter Corner of said Section 5 bears S06°35'22"W 2414.02 feet distant therefrom; THENCE northerly along the arc of said curve and through a central angle of 08°37'33" a distance of 169.22 feet to a reverse curve concave southeasterly and having a radius of 602.22 feet; THENCE northeasterly along the arc of said curve and through a central angle of 40°00'42" a distance of 420.55 feet; THENCE N37°25'50"W a distance of 68.30 feet; THENCE N53°51'20"W a distance of 42.54 feet to the beginning of a curve concave southwesterly and having a radius of 202.81 feet; THENCE northwesterly along the arc of said curve and through a central angle of 43°48'05" a distance of 155.04 feet; THENCE N02°06'23"E a distance of 33.53 feet; THENCE N47°03'07"E a distance of 147.14 feet; THENCE N63°25'54"E a distance of 44.72 feet; THENCE N06°35'13"W a distance of 624.92 feet; THENCE N13°28'42"E a distance of 229.35 feet; THENCE N09°16'31"W a distance of 489.30 feet to the beginning of

Said **PARCEL** containing 2,016,880 square feet, or 46.3012 acres, more or less.

LEGEND

□ MONUMENT	● 1/2" RB. FND. OR SET
BC BRASS CAP	NW,SE,etc... NORTHWEST,SOUTHEAST
IP IRON PIPE	NFS NOTHING FND. OR SET
RB. REBAR	AD ALUMINUM DISK
FND. FOUND	PH POTHOLE
COR. CORNER	HH HANDHOLE
T TOWNSHIP	FL FLUSH
R RANGE	REC. RECORD
SECT. SECTION	MON. MONUMENT
S.F. SQUARE FEET	# NOT A PART OF
C CURVE	N# NUMBER
L= LENGTH	
R= RADIAL BEARING	
GLO GENERAL LAND OFFICE	
RLS REGISTERED LAND SURVEYOR	
TPOB TRUE POINT OF BEGINNING	
CredS CERTIFIED FEDERAL SURVEYOR	
SRAL SALT RIVER ALLOTMENT	
SRPAC SALT RIVER PIWA-MARICOPA INDIAN COMMUNITY	

NOTES

1. ALL DIMENSIONS SHOWN ON THIS SURVEY PLAT REPRESENT HORIZONTAL GROUND DISTANCE AND REPORTED IN UNITED STATES SURVEY FEET AND DECIMALS OF FEET.
2. ALL DOCUMENTS STATED ABOVE ARE ON FILE WITH THE SRPMC ECS (ENGINEERING AND CONSTRUCTION SERVICES) SURVEY DIVISION LOCATED AT 10005 E. OSBORN ROAD, SCOTTSDALE, ARIZONA IN BUILDING B, SECOND FLOOR OF THE TWO WATERS COMPLEX.
3. THIS UNDEVELOPED SURVEY WAS BASED ON THE PARCEL SURVEY NOTED IN NO. 01 BELOW AND ADJUSTED TO REFLECT THE DIFFERENCES IN SURVEY MEASUREMENTS AND MONUMENTS FOUND.

REFERENCE DOCUMENTS:

1. GLO SURVEY OF T2N-R5E OF THE GILA & SALT RIVER MERIDIAN, ARIZONA, OFFICIALLY FILED 06-27-1913.
2. GILBERTSON & ASSOCIATES SURVEY OF PARCEL BOUNDARIES FOR TALKING STICK GOLF COURSE, JOB # 52601 DATED 10-16-1998.
3. TRIBAL GOLF COURSE SURVEY SRPMC PROJECT # 951104, DATED 03-14-1996.
4. VIA DE VENTURA / DOBSON ROAD IMPROVEMENT PLAN, SHEET 8 of 63 BY KIMLEY HORNS ASSOCIATES, PROJECT # 091085.02

BASIS OF BEARING

THE NORTH LINE OF GENERAL LAND OFFICE
(GLO) LOTS 9 & 10, TOWNSHIP 02 NORTH-
RANGE 05 EAST, OF THE GILA & SALT RIVER
BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA
AND BEING ASSUMED AS N89°40'45"W.

CERTIFICATION

I CERTIFY THAT A SURVEY WAS MADE UPON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

RICHARD A. KLEBIEKO
RLS 32790



Expires 9-30-2019

RESULTS OF BOUNDARY SURVEY
FOR TALKING STICK
UNDEVELOPED PARCEL: SECT. 5, T2N-R5E



SURVEY DIVISION

- **Integrity**
- **Service**
- **Respect**

Job No.
131218
Designed By:
SURVEY
Drawn By:
RHKeeyama
Checked By:
RAKlebieko
Date:
11/14/2014
Sheet No:

EXHIBIT D

APPROVAL OF SECRETARY

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Western Regional Office
2600 North Central Avenue
Phoenix, AZ 85004**

THE WITHIN SUBSTITUTE BUSINESS LEASE B-191-2 BETWEEN CERTAIN ALLOTTED LANDOWNERS OF LAND WITHIN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY AND SALT RIVER COMMUNITY GOLF ENTERPRISES is hereby approved pursuant to authority delegated to the Assistant Secretary – Indian Affairs by 209 DM 8, to the Director of BIA by 230 DM 1, to the Western Regional Director by 3 IAM 4, and to the Superintendent by historic Phoenix Area Re-Delegation Documents in 10 BIAM.

**Regional Director, Western Regional Office
Bureau of Indian Affairs
Department of the Interior**

Date of Approval

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the authorized representative of the Secretary of the Interior, United States Department of the Interior, for and on behalf thereof.

Notary Public

My Commission Expires:

Document: Substitute Business Lease B-191-2	Date: _____, 20__	# of Pages:
Signers:	Spokespersons, Salt River Community Golf Enterprises, SRPMIC, and Secretary	

EXHIBIT E

SUBLEASE ADDENDUM

[SRPMIC Lease No.]

LEASE ADDENDUM

THIS LEASE ADDENDUM is attached to and by this reference is made a part of that certain lease dated _____, 20__ (the "Lease") by and between _____, a _____, ("Landlord"), and _____, a _____, ("Tenant"), covering certain premises (described more particularly in the Lease, the "Premises") in the real estate project located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community (the "Community"), commonly known as _____ (the "Project").

WHEREAS, the Lease is subject and subordinate in all respects to that certain unsubordinated ground lease generally known as substitute lease **[insert substitute lease number and any other necessary or desirable substitute lease identifying reference]**, as the same may be amended, modified or replaced from time to time (the "Substitute Lease") between **[insert name of lessee under Substitute Lease]**, as lessee, and certain allotted landowners of land within the sovereign and jurisdictional boundaries of the Community, as lessor ("Master Lessor," which phrase, as used herein, shall include without limitation the authorized representatives of Master Lessor pursuant to the Substitute Lease); and

[IF CONSENTS REQUIRED UNDER SECTION 15 add: WHEREAS, the Lease is a sublease under the Substitute Lease, and absent the written consent of the Master Lessor and the Community, the Lease is invalid and of no force or effect; and

WHEREAS, Master Lessor and the Community are willing to consent to Landlord's sublease to Tenant, but only upon Tenant's and Landlord's acknowledgment of and agreement to the following facts, terms and conditions].

NOW, THEREFORE, in consideration of **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** Master Lessor's and the Community's consent to Landlord's sublease to Tenant], and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby acknowledge and agree as follows:

1. Indian Country; Applicable Law; Dispute Resolution.

a. The Project and Premises are located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community, and are subject to the statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes, ordinances and general police powers (including without limitation judicial powers) of the Community.

b. Landlord and Tenant shall comply with all statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes and ordinances of the Community currently in place or hereafter from time to time adopted by the Community, all as the same may be adopted, amended, modified, replaced or superseded from time to time. Without limiting the generality of the foregoing, Landlord and Tenant acknowledge and agree that:

- vi. Tenant is required to obtain a Community Business License and Tax Permit pursuant to Chapter 15, Section 15-21 and other provisions of the Community's Code of Ordinances;

- vii. Tenant must use the Community's solid waste disposal provider pursuant to the Community's Code of Ordinances;
- viii. The Community has exclusive development, zoning and building permit authority over the Project and the Premises;
- ix. Construction of the Premises and any maintenance, repairs and/or alterations thereto are subject to all applicable Community legal requirements and requirements imposed by the Substitute Lease; and
- x. All construction plans, permits and applications for permits must be submitted to and obtained from the Community.

c. Any controversy or claim between Landlord and Tenant arising out of or relating to the Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (or such other private service as may be mutually agreed to by Landlord and Tenant) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or such other rules as may be adopted, or as such rules may be modified, by agreement between Landlord and Tenant), except as such rules may contemplate state court jurisdiction, and judgment on the award rendered by the arbitrator(s) may be entered in United States District Court for the District of Arizona. The place of arbitration shall be within, or within fifty (50) miles of, the jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community. The United States Arbitration Act (Title 9 United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Reference is made to 25 U.S.C. § 416a(c), the terms of which are incorporated herein by this reference. As an alternative to arbitration as provided for above in this Section 1.c., any controversy or claim between Landlord and Tenant arising out of or relating to the Lease, or the breach thereof, may be settled by submission to a court, panel or other commercial dispute resolution forum or process administered or approved from time to time by the Salt River Pima-Maricopa Indian Community.

2. Subordination. The Lease is and shall be subject and subordinate to (i) the Substitute Lease, and (ii) all renewals, modifications, replacements and extensions of the Substitute Lease. This subordination is and shall be self-operative and no further instrument of subordination is or shall be required. Landlord and Tenant agree to execute promptly any instrument that Master Lessor, the Community or the "Secretary" (defined below) may reasonably request to confirm such subordination.

3. Effect of Subordination. **TENANT HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED AND REVIEWED A COPY OF THE SUBSTITUTE LEASE AND UNDERSTANDS THE PROVISIONS CONTAINED THEREIN AS THEY RELATE TO TENANT'S PERFORMANCE UNDER THE LEASE AND TENANT'S REQUIRED COMPLIANCE WITH THE SUBSTITUTE LEASE.** Without limiting the generality of the foregoing or other provisions of this Addendum:

a. Notwithstanding anything in the Lease to the contrary, the term of the Lease, including any option period, shall not extend beyond the term of the Substitute Lease;

b. In no event shall Tenant's right, title and interest in and to the Premises be greater than the right, title and interest of the lessee under the Substitute Lease;

c. Nothing herein or in the Lease shall or shall be construed to limit the rights of Master Lessor under the Substitute Lease or affect the obligations or liabilities of lessee under the Substitute Lease; and

d. Upon any termination of the Substitute Lease, by cancellation, exercise of a Master Lessor remedy or otherwise, Tenant shall attorn to Master Lessor.

4. Inconsistent Provisions. Notwithstanding anything in the Lease to the contrary, this Addendum shall govern and control over any inconsistent or conflicting provisions in the Lease, and the Substitute Lease shall govern and control over any inconsistent provisions in the Lease or in this Addendum.

5. No Liens. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge that, except for leasehold encumbrances created strictly in accordance with the Substitute Lease

and applicable Community and federal law, no real property within the sovereign and jurisdictional boundaries of the Community, including without limitation the Premises and the Project, may be liened under any federal or state law, including but not limited to mechanics' and materialmen's liens, equitable liens, deeds of trust or mortgages. Nothing contained in this Addendum, the Lease or the Substitute Lease is or shall be construed as:

c. A waiver of immunity of trust or restricted property from mechanics' or materialmen's or other liens; or

d. As an obligation of (i) the Secretary of the Interior, United States Department of the Interior or his or her authorized representative, including the Community in the exercise of its Self-Governance Compact pursuant to the Indian Self-Determination and Education Assistance Act (the "Secretary"), or (ii) the Master Lessor, to post non-responsibility notices while the Premises are in a trust or restricted status.

6. Governmental Immunity.

a. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge that the Community is a federally recognized Indian tribe, and is generally immune from legal action.

b. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, shall limit, qualify, diminish, waive, impair or otherwise adversely affect the sovereignty, adjudicatory and regulatory jurisdiction, or sovereign immunity of the Salt River Pima-Maricopa Indian Community, or any of its entities, enterprises, affiliates or subdivisions, or the jurisdiction exercised by the Salt River Pima-Maricopa Indian Community Courts, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

c. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, is or shall be construed as consent or agreement by Master Lessor or the Community to the jurisdiction of any federal, state or municipal court, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

d. Nothing in the Lease (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the sublease of the Premises from Landlord to Tenant or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over Tenant and the Premises, shall be construed as or result in an application of any state statutory or regulatory law or common law or police power (including without limitation judicial power) to (i) Master Lessor or the Community, or (ii) any right, title, interest, power, consent, authority, obligation or liability of Master Lessor or the Community, or (iii) the immunity or sovereignty of the Community, except only if, as and to the extent expressly agreed to in writing by the Community herein or in a previously executed instrument.

7. Utilities. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge, understand and agree that the Community reserves the right under Chapter 17, Section 17-5.1(b) of the Community's Code of Ordinances (and the Substitute Lease) to be the provider, whether directly or indirectly, of all utility services furnished to the Project and Premises, including without limitation gas, water, electric, telephone, cable, fiber optics and sewer facilities. As of the date hereof, the local access provider for telephone and other telecommunications facilities within the boundaries of the Community is Saddleback Communications (Contact: Operations Manager for information at 480-850-7000).

8. Taxes.

f. Without limiting the generality of other provisions of this Addendum, Landlord and Tenant acknowledge, understand and agree that:

- iv. The Community is the taxing authority and may now and in the future impose and assess taxes on Landlord, Tenant, their property, and their businesses;
- v. Taxing authority is an essential attribute of the Community's sovereignty; and
- vi. Neither Master Lessor nor the Community make any representations whatsoever as to any tax advantages that may be gained by entering into the Lease, although such advantages may exist from time to time.

g. Tenant shall make its own independent investigation and inquiry as to any and all tax matters of material concern to Tenant in entering into the Lease and review and understand the relevant provisions of the Substitute Lease and applicable law.

h. Tenant shall forthwith notify the **Office of the Treasurer, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, AZ 85256**, and the **Office of General Counsel, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, AZ 85256**, of any claim or assessment of taxes against the Premises by the State of Arizona or any of its political subdivisions or municipalities, and will forthwith send to the Office of the Treasurer of the Community and the Office of General Counsel of the Community copies of all notices or other documents received by it in connection with any such claim or assessment of taxes. Tenant will make no payment of taxes or assessments referred to in the immediately preceding sentence without approval of the Community and Master Lessor, unless such payment is made under protest that there is no right to assess or claim such taxes.

i. Tenant is responsible for collecting and remitting to the Community all taxes imposed on it under applicable Community ordinances. Tenant acknowledges, understands and agrees that taxes owed to the Community shall not be adjusted or abated if Tenant mistakenly pays taxes to another jurisdiction.

j. Tenant shall not impose upon or collect from enrolled members of the Community who present a valid Community identification, any sales, transaction privilege or similar tax of the State of Arizona or any subdivision of the State of Arizona. Tenant acknowledges that retail transactions at the Premises involving such Community members are exempt from such State taxes; provided, however, retail transactions at the Premises involving Community members are not exempt from Community sales, transaction privilege or similar taxes.

9. Indian Preference and Procurement Process.

a. Without limiting the generality of other provisions of this Addendum, Tenant acknowledges, understands and agrees that it must comply with the Indian employment and procurement preference provisions of Chapter 17, Section 17-5.1(a) of the Community's Code of Ordinances and of the Substitute Lease. Generally (and without limiting said provisions), said provisions impose requirements relating to (i) hiring, promotion and training of qualified members of the Community and qualified members of other federally recognized Indian tribes, and (ii) buying materials, goods and services from business enterprises owned by or which are divisions of the Community, or which are owned by members of the Community.

b. Tenant shall make its own independent investigation and inquiry as to any and all such employment and procurement preference matters and Tenant's compliance therewith in connection with its construction of, and intended business operations to be conducted at, the Premises as well as all other performance required by Tenant under the Lease.

10. Environmental Protection Requirements.

a. Without limiting the generality of other provisions of this Addendum, Tenant shall comply with all of the provisions of Article 54 (Environmental Protection Requirements) of the Substitute Lease, as said provisions directly or indirectly pertain to Tenant's use and occupancy of the Premises and common and other areas of the Project pursuant to the Lease, as if Tenant were lessee under the Substitute Lease, and all of said provisions of Article 54 (Environmental Protection Requirements) of the Substitute Lease are incorporated herein by this reference as absolute and unconditional obligations of Tenant which shall survive the expiration or earlier termination of the Lease.

b. Without limiting the generality of other provisions of this Addendum, Tenant shall notify the "EPNR" (as defined in the Substitute Lease) immediately (or no later than 9 a.m. the next business day if the incident occurs on a weekend or holiday) by fax ((480) 362-7584) and telephone (EPNR Manager: (480) 362-7625 or (480) 362-7609) confirmed by written notice to **Salt River Pima-Maricopa Indian Community, ATTN: EPNR, 10005 E. Osborn Road, Scottsdale, Arizona 85256** and Master Lessor within two (2) days after any of the following:

- i. A release or discharge by Tenant of any "Hazardous Materials" (as defined in the Substitute Lease), and in the event of such release or discharge **in addition to the foregoing fax, telephonic and written notices, Tenant shall immediately call 911 (or its successor) and identify the incident as occurring on the Salt River Pima-Maricopa Indian Community;**
- ii. Tenant's receipt of any order of a governmental agency requiring any "Remedial Work" (as defined in the Substitute Lease) pursuant to any violation by Tenant of "Hazardous Materials Laws" (as defined in the Substitute Lease);
- iii. Tenant's receipt of any notice of violation by Tenant of any Hazardous Materials Law;
- iv. Tenant's receipt of notice of any claims made by any third party against Tenant relating to any loss or injury resulting from the generation, release, storage or disposal at the Premises by Tenant of Hazardous Materials; or
- v. Delivery to the Premises of Hazardous Materials from any source, to the extent the same is required to be reported pursuant to the manifest requirements of 40 CFR § 261.

c. For purposes of this Paragraph 10, "Tenant" shall mean and include Tenant, Tenant's employees, representatives, agents, contractors, invitees and all persons holding under Tenant, and the respective managers, directors, officers and members of each of the foregoing.

11. Choice of Law. The Lease, this Addendum **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** and Master Lessor's and the Community's consent to the sublease of the Premises from Landlord to Tenant] shall be construed in accordance with applicable Community and federal laws, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing shall in no event subject Master Lessor or the Community to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Paragraph 6 above or elsewhere in this Addendum.

12. Indemnity and Waiver of Claims.

a. Tenant hereby agrees to indemnify and hold harmless the Master Lessor, the Community and the United States, and their respective members, officers, agents and employees, from and against any and all loss, damage or injury of any kind whatsoever to person or property of Landlord or Tenant, or any other person whomsoever, caused by Tenant's use of the Premises or by any defect in any structure erected thereon, or arising from accident, fire or other casualty on the Premises or from any other cause whatsoever.

b. Tenant hereby waives any and all claims against Master Lessor, the Community and the United States arising from the condition of the Premises and agrees to hold Master Lessor, the Community

and the United States free and harmless from any liability whatsoever for any loss, damage or injury arising from Tenant's use of the Premises, together with all costs and expenses in connection therewith.

c. Tenant expressly acknowledges, understands and agrees that the provisions of this Paragraph 12 shall survive the expiration or earlier termination of the Lease. For purposes of this Paragraph 12, "Tenant" shall mean and include Tenant, Tenant's employees, representatives, agents, contractors, invitees and all persons holding under Tenant, and the respective managers, directors, officers and members of each of the foregoing; and the term "Master Lessor" shall mean and include the past, present and future allotted landowners of the leased land under the Substitute Lease and their respective beneficiaries, trustees, employees, agents, successors and assigns.

13. Recitals; Beneficiaries; Extent of Consent; Statutory and Regulatory References.

e. Landlord and Tenant acknowledge and agree that the Recitals set forth at the beginning of this Addendum are true, correct and accurate.

f. Master Lessor, the Community and the United States of America (including without limitation the Secretary) are beneficiaries of this Addendum.

g. **[IF CONSENTS REQUIRED UNDER SECTION 15 add:** Master Lessor's and the Community's consent to the sublease from Landlord to Tenant, as evidenced by the attached signature page(s), is only a consent to a sublease of the Premises from Landlord to Tenant, and is not a consent to or estoppel regarding the specific terms and conditions of the Lease, except in the event of attornment by Tenant to Master Lessor (in which event the terms and conditions of this Addendum and terms and conditions of the Substitute Lease shall remain binding upon Tenant as though they were fully set forth and incorporated into the Lease), and nothing in this Addendum or Master Lessor's or the Community's consent to the sublease from Landlord or Tenant is or shall be construed as an amendment, modification or waiver of any requirement of the Substitute Lease or applicable Community law, Tenant hereby acknowledging that it agrees to and is bound by all requirements of the Substitute Lease and Community law.]

h. References herein and in the Substitute Lease to specific statutes, regulations and ordinances refer to such statutes, regulations and ordinances as they may be amended, replaced, superseded or otherwise modified from time to time.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Lease set forth above.

TENANT:

By: _____
Printed Name: _____
Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ the _____ of _____
_____ a(n) _____, on behalf thereof.

Notary Public

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers:	_____	

[IF REQUIRED UNDER SECTION 15, ADD MASTER LESSOR CONSENT PAGE, AS FOLLOWS]

CONSENTED TO BY MASTER LESSOR:

By its signature below, Master Lessor (i) consents to the sublease from Landlord to Tenant, and (ii) agrees for Tenant's benefit that, provided that Tenant is not in default under the terms of the Lease beyond any applicable notice and cure period set forth therein, notwithstanding any default by Landlord under the Ground Lease or any termination or alteration of the Ground Lease, Master Lessor shall honor the Lease and shall not disturb the tenancy of Tenant under the Lease.

[Name of Spokesperson], Spokesperson

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____[Name of Spokesperson], on behalf of the Master Lessor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:_____

[repeat for each spokesperson]

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers: _____		

[IF REQUIRED UNDER SECTION 15, ADD COMMUNITY CONSENT PAGE, AS FOLLOWS]

CONSENTED TO BY COMMUNITY:

By its signature below, the Community consents to the sublease from Landlord to Tenant.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ the _____ of the Salt-River
Pima Maricopa Indian Community, on behalf of the Community.

Notary Public
My Commission Expires:_____

Document: _____ Sublease Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers:	_____	

EXHIBIT F

LEASEHOLD DEED OF TRUST ADDENDUM

LEASEHOLD DEED OF TRUST ADDENDUM

THIS LEASEHOLD DEED OF TRUST ADDENDUM is attached to and by this reference is made a part of that certain leasehold deed of trust dated _____, 20____ (the "Leasehold Deed of Trust") by _____, a _____ ("Trustor"), to and in favor of _____, a _____ ("Trustee") and _____, a _____ ("Beneficiary"), encumbering Trustor's leasehold interest (hereafter, "Trustor's leasehold interest") derived, either directly as lessee, or indirectly as a sublessee, pursuant to that certain unsubordinated ground lease generally known as Substitute Lease B-191-1, as the same may be amended, modified or replaced from time to time (the "Substitute Lease") between **[insert name of lessee under Substitute Lease]**, as lessee, and certain allotted landowners of land within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community (the "Community"), as lessor ("Master Lessor," which phrase, as used herein, shall include without limitation the authorized representatives of Master Lessor pursuant to the Substitute Lease). The premises demised by the Substitute Lease (described more particularly in the Substitute Lease, the "Leased Premises," which phrase, as used herein, shall include without limitation the "Subleased Premises" [defined below], if any) are located in the real estate project commonly known as _____ (the "Project"). If Trustor is a subtenant under the Substitute Lease, the premises demised by Trustor's sublease are herein referred to as the "Subleased Premises."

WHEREAS, absent the written consent of the Community, the Leasehold Deed of Trust is invalid and of no force or effect; and

WHEREAS, the Community is willing to consent to Trustor's encumbrance of Trustor's leasehold interest, but only upon Beneficiary's and Trustor's acknowledgment of and agreement to the following facts, terms and conditions.

NOW, THEREFORE, in consideration of the Community's consent to Trustor's encumbrance of Trustor's leasehold interest in favor of Beneficiary pursuant to the Leasehold Deed of Trust, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary, for themselves, their successors and assigns, and any purchaser at a foreclosure or trustee's sale of Trustor's leasehold interest, hereby acknowledge and agree as follows:

1. Indian Country; Applicable Law. The Project and the Leased Premises are located within the sovereign and jurisdictional boundaries of the Salt River Pima-Maricopa Indian Community, and are subject to the statutes, laws, rules, orders, regulations, policies, procedures, standards, taxes, ordinances and general police powers (including without limitation judicial powers) of the Community.

2. Limitations; Notice of Default. Notwithstanding anything in the Leasehold Deed of Trust to the contrary:

a. The Leasehold Deed of Trust does not extend to or affect all or any portion of the reversionary or fee interest and estate of Master Lessor in and to the Leased Premises, or in any way attach to or affect all or any portion of the Leased Premises upon and after any expiration of the Substitute Lease;

b. Beneficiary and Trustor each hereby acknowledges that it has received and reviewed a copy of the Substitute Lease and understands the provisions contained therein as they relate to the Leasehold Deed of Trust and compliance with the Substitute Lease;

c. In no event shall Beneficiary's right, title and interest in and to the Leased Premises be greater than the right, title and interest of the lessee under the Substitute Lease or Trustor's sublease under the Substitute Lease, whichever is applicable;

d. Nothing herein or in the Leasehold Deed of Trust shall or shall be construed to limit the rights of Master Lessor under the Substitute Lease or affect the obligations or liabilities of the lessee under the Substitute Lease;

e. Copies of any notice of default under the Leasehold Deed of Trust delivered to Trustor shall be delivered simultaneously to (i) **Master Lessor**, (ii) **Director, Community Development Department, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**, and (iii) **Office of General Counsel, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256**; and

f. Absent the written consent of the Community and the Secretary of the Interior, United States Department of the Interior or his or her authorized representative (the "Secretary"), the Leasehold Deed of Trust (and any amendment or other purported modification thereof) is invalid and of no force or effect.

3. Inconsistent Provisions. Notwithstanding anything in the Leasehold Deed of Trust to the contrary, this Addendum shall govern and control over any inconsistent or conflicting provisions in the Leasehold Deed of Trust, and nothing in Leasehold Deed of Trust shall be deemed to have amended or otherwise modified the Substitute Lease.

4. No Other Liens. Nothing contained in this Addendum, the Leasehold Deed of Trust, the Substitute Lease or Trustor's sublease under the Substitute Lease (if any), is or shall be construed as a waiver of immunity of trust or restricted property from mechanics' or materialmen's or other liens, except as may be expressly provided herein.

5. Governmental Immunity.

a. Without limiting the generality of other provisions of this Addendum, Trustor and Beneficiary acknowledge that the Community is a federally recognized Indian tribe, and is generally immune from legal action.

b. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's

leasehold interest and the Leased Premises, shall limit, qualify, diminish, waive, impair or otherwise adversely affect the sovereignty, adjudicatory and regulatory jurisdiction, or sovereign immunity of the Salt River Pima-Maricopa Indian Community, or any of its entities, enterprises, affiliates or subdivisions, or the jurisdiction exercised by the Salt River Pima-Maricopa Indian Community Courts, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

c. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's leasehold interest and the Leased Premises, is or shall be construed as consent or agreement by Master Lessor or the Community to the jurisdiction of any state or municipal court, except only if, as and to the extent expressly agreed to in writing by the Community in a previously executed instrument.

d. Nothing in the Leasehold Deed of Trust (including without limitation any citation to Arizona or other state law), this Addendum or any consent to the encumbrance of Trustor's leasehold interest, or in any related agreement, consent, exhibit, document or undertaking, and no action by the Community in furtherance of its regulatory authority over the holder of Trustor's leasehold interest and the Leased Premises, shall be construed as or result in an application of any state statutory or regulatory law or common law or police power (including without limitation judicial power) to (i) Master Lessor or the Community, or (ii) any right, title, interest, power, consent, authority, obligation or liability of the Community, or (iii) the immunity or sovereignty of the Community, except only if, as and to the extent expressly agreed to in writing by the Community herein or in a previously executed instrument.

6. Choice of Law. This Addendum and the Community's consent to the encumbrance of Trustor's leasehold interest shall be construed in accordance with applicable Community and federal laws, and, to the extent not in conflict therewith, in accordance with Arizona common law; provided, however, that the foregoing shall in no event subject Master Lessor or the Community to state court jurisdiction or to the jurisdiction of any state or federal courts and in no way supersedes or diminishes the agreements set forth in Paragraph 5 above or elsewhere in this Addendum.

7. [Reserved]

8. Waiver of Claims. Beneficiary and Trustor hereby waive any and all claims against Master Lessor, the Community and the United States arising from or relating to the condition of the Leased Premises.

9. Recitals; Beneficiaries; Extent of Consent.

d. Trustor and Beneficiary acknowledge and agree that the Recitals set forth at the beginning of this Addendum are true, correct and accurate.

e. Master Lessor, the Community and the United States of America (including without limitation the Secretary) are beneficiaries of this Addendum.

f. The Community's consent to the encumbrance of Trustor's leasehold interest, as evidenced by the attached signature page(s), is not a consent to or estoppel regarding the specific terms and conditions of the Leasehold Deed Of Trust, and nothing in this Addendum or any consent

to the encumbrance of Trustor's leasehold interest is or shall be construed as an amendment, modification or waiver of any requirement of the Substitute Lease or applicable Community law, Beneficiary and Trustor hereby acknowledging that Trustor's leasehold interest is subject to all requirements of the Substitute Lease and Community law.

[SIGNATURES ON FOLLOWING PAGES]

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Leasehold Deed of Trust set forth above.

TRUSTOR:

_____, a _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____, a _____, on behalf thereof.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date of the Leasehold Deed of Trust set forth above.

BENEFICIARY:

By: _____
Printed Name: _____
Its: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____ a(n) _____, on behalf thereof.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

CONSENTED TO BY MASTER LESSOR:

By its signature below, Master Lessor consents to the encumbrance of Trustor's leasehold interest pursuant to the Leasehold Deed of Trust.

[Name of Spokesperson], Spokesperson

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ [Name of Spokesperson], on behalf of the Master Lessor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

[repeat for each spokesperson]

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages:
Signers: _____		

CONSENTED TO BY COMMUNITY:

By its signature below, the Community consents to the encumbrance of Trustor's leasehold interest pursuant to the Leasehold Deed of Trust.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY, a federally
recognized Indian tribe

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of the Salt-River Pima Maricopa Indian Community, on behalf of the Community.

Notary Public

Document: _____ Leasehold Deed of Trust Addendum (Business Lease B-191-1)	Date: _____, 20__	# of Pages: _____
Signers: _____		

EXHIBIT G

SPOKESPERSONS

Spokesperson #1 (to be determined through election concurrent to lease process)

Arnold Makil

Vernice Cheryl Sampson

Spokesperson #4 (to be determined through election concurrent to lease process)

Spokesperson #5 (to be determined through election concurrent to lease process)

EXHIBIT H

SCHEDULE OF LEASE YEARS

Lease Year 1	7/12/1996 - 6/30/98	Lease Year 34	7/1/30 - 6/30/31	Lease Year 67	7/1/63 - 6/30/64
Lease Year 2	7/1/98 - 6/30/99	Lease Year 35	7/1/31 - 6/30/32	Lease Year 68	7/1/64 - 6/30/65
Lease Year 3	7/1/99 - 6/30/00	Lease Year 36	7/1/32 - 6/30/33	Lease Year 69	7/1/65 - 6/30/66
Lease Year 4	7/1/00 - 6/30/01	Lease Year 37	7/1/33 - 6/30/34	Lease Year 70	7/1/66 - 6/30/67
Lease Year 5	7/1/01 - 6/30/02	Lease Year 38	7/1/34 - 6/30/35	Lease Year 71	7/1/67 - 6/30/68
Lease Year 6	7/1/02 - 6/30/03	Lease Year 39	7/1/35 - 6/30/36	Lease Year 72	7/1/68 - 6/30/69
Lease Year 7	7/1/03 - 6/30/04	Lease Year 40	7/1/36 - 6/30/37	Lease Year 73	7/1/69 - 6/30/70
Lease Year 8	7/1/04 - 6/30/05	Lease Year 41	7/1/37 - 6/30/38	Lease Year 74	7/1/70 - 6/30/71
Lease Year 9	7/1/05 - 6/30/06	Lease Year 42	7/1/38 - 6/30/39	Lease Year 75	7/1/71 - 6/30/72
Lease Year 10	7/1/06 - 6/30/07	Lease Year 43	7/1/39 - 6/30/40	Lease Year 76	7/1/72 - 6/30/73
Lease Year 11	7/1/07 - 6/30/08	Lease Year 44	7/1/40 - 6/30/41	Lease Year 77	7/1/73 - 6/30/74
Lease Year 12	7/1/08 - 6/30/09	Lease Year 45	7/1/41 - 6/30/42	Lease Year 78	7/1/74 - 6/30/75
Lease Year 13	7/1/09 - 6/30/10	Lease Year 46	7/1/42 - 6/30/43	Lease Year 79	7/1/75 - 6/30/76
Lease Year 14	7/1/10 - 6/30/11	Lease Year 47	7/1/43 - 6/30/44	Lease Year 80	7/1/76 - 6/30/77
Lease Year 15	7/1/11 - 6/30/12	Lease Year 48	7/1/44 - 6/30/45	Lease Year 81	7/1/77 - 6/30/78
Lease Year 16	7/1/12 - 6/30/13	Lease Year 49	7/1/45 - 6/30/46	Lease Year 82	7/1/78 - 6/30/79
Lease Year 17	7/1/13 - 6/30/14	Lease Year 50	7/1/46 - 6/30/47	Lease Year 83	7/1/79 - 6/30/80
Lease Year 18	7/1/14 - 6/30/15	Lease Year 51	7/1/47 - 6/30/48	Lease Year 84	7/1/80 - 6/30/81
Lease Year 19	7/1/15 - 6/30/16	Lease Year 52	7/1/48 - 6/30/49	Lease Year 85	7/1/81 - 6/30/82
Lease Year 20	7/1/16 - 6/30/17	Lease Year 53	7/1/49 - 6/30/50	Lease Year 86	7/1/82 - 6/30/83
Lease Year 21	7/1/17 - 6/30/18	Lease Year 54	7/1/50 - 6/30/51	Lease Year 87	7/1/83 - 6/30/84
Lease Year 22	7/1/18 - 6/30/19	Lease Year 55	7/1/51 - 6/30/52	Lease Year 88	7/1/84 - 6/30/85
Lease Year 23	7/1/19 - 6/30/20	Lease Year 56	7/1/52 - 6/30/53	Lease Year 89	7/1/85 - 6/30/86
Lease Year 24	7/1/20 - 6/30/21	Lease Year 57	7/1/53 - 6/30/54	Lease Year 90	7/1/86 - 6/30/87
Lease Year 25	7/1/21 - 6/30/22	Lease Year 58	7/1/54 - 6/30/55	Lease Year 91	7/1/87 - 6/30/88
Lease Year 26	7/1/22 - 6/30/23	Lease Year 59	7/1/55 - 6/30/56	Lease Year 92	7/1/88 - 6/30/89
Lease Year 27	7/1/23 - 6/30/24	Lease Year 60	7/1/56 - 6/30/57	Lease Year 93	7/1/89 - 6/30/90
Lease Year 28	7/1/24 - 6/30/25	Lease Year 61	7/1/57 - 6/30/58	Lease Year 94	7/1/90 - 6/30/91
Lease Year 29	7/1/25 - 6/30/26	Lease Year 62	7/1/58 - 6/30/59	Lease Year 95	7/1/91 - 6/30/92
Lease Year 30	7/1/26 - 6/30/27	Lease Year 63	7/1/59 - 6/30/60	Lease Year 96	7/1/92 - 6/30/93
Lease Year 31	7/1/27 - 6/30/28	Lease Year 64	7/1/60 - 6/30/61	Lease Year 97	7/1/93 - 6/30/94
Lease Year 32	7/1/28 - 6/30/29	Lease Year 65	7/1/61 - 6/30/62	Lease Year 98	7/1/94 - 6/30/95
Lease Year 33	7/1/29 - 6/30/30	Lease Year 66	7/1/62 - 6/30/63	Lease Year 99	7/1/95 - 7/11/2095

EXHIBIT I
RESERVED

EXHIBIT J

DEVELOPMENT SCHEDULE

RESORT PROPERTY

Phase	Permit Requirement Date	Total Acres Per Phase
1	On or before the 7 th Anniversary of the Effective Date. [Insert Date Here Once Approved by Secretary] , unless adjusted pursuant to <u>Section 7.3</u>	Entire Resort Property, all 46.3012 Acres, more or less

EXHIBIT K

RESERVED

EXHIBIT J

DEVELOPMENT SCHEDULE

RESORT PROPERTY

Phase	Permit Requirement Date	Total Acres Per Phase
1	On or before the 7 th Anniversary of the Effective Date. [Insert Date Here Once Approved by BIA], unless adjusted pursuant to <u>Section 7.3</u>	Entire Resort Property, all 46.3012 Acres, more or less

EXHIBIT K

LIST OF ALLOTTED LANDOWNERS AND APPROVALS

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #671-B)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
1	Abelardo T Bravo																					
2	Adam Mitchell Manuel																					
3	Adrian Jerome Fyant																					
4	Adriann Cody																					
5	Alec Waters																					
6	Alfred Jackson																					
7	Alfred Dean Sampson																					
8	Alice Dellena Manuel																					
9	Alicia Shawnee Harvier																					
10	Allison Marie Montano																					
11	Allysun Skye Ellis																					
12	Alta Jean Navarro																					
13	Althea Roberta Ray																					
14	Amber Cara Black Owl																					
15	Amenda Anna Arthur																					
16	Andrea Shaw Stepp																					
17	Andrew Jacob Gilman Siquieros																					
18	Angel Northwind																					
19	Angel John Osif																					
20	Angeline Marcelle Reynolds																					
21	Anita Frances Victorian																					
22	Anna Faye Preston																					
23	Annette Fay Leonard																					
24	Annette Rachel Makil																					
25	Anthony Aaron Manuel																					
26	Anthony Dwain Cortez																					
27	Anthony M Barehand																					
28	Antonio Aloysius Howard																					
29	Arlene Victorian																					
30	Arnold Makil																					

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #671)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
31	Artis Duan Vavages	X											X							X		
32	Ashley Marie Harvier		X																			
33	Audrey Angeline Santo	L/E																				
34	Augustine John Makil		X																			
35	Avery Anthony Miles		X										X						X			
36	Barbara Ann Reynolds												X						X			
37	Barbara Ann Stevens																					
38	Barton Manuel								X										X			
39	Belfort Lance Carlos		X																			
40	Belva Jean Martinez Sampson									X												
41	Benedict Joseph Makil		X										X							X		
42	Benedict Paul Tashquith		X										X							X		
43	Bennett Leroy Chiago		X										X							X		
44	Berdina Manuel Burke												X							X		
45	Beverly Jean Mcmillian									X												
46	Billie J. Propst		X																			
47	Bonnie Faye Delowe									X												
48	Bonnie Woodene Makil		X										X							X		
49	Boyd Willman Chiago		X										X							X		
50	Bradford Layne Shaw												X									
51	Brandon James Moffett																					
52	Brenda Elaine Manuel												X									
53	Brenda Louise Robertson		X																	X		
54	Brian Christopher Enas		X																			
55	Brian Keith Almaguer		X																			
56	Bruce Lewis Manuel		L/E																			
57	Bryanna Grace Morgan		X																			
58	Buck M. Makil		X																			
59	Burton Walter Baptisto																					
60	Byron William Nelson		X																		X	

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
61	Calberg Colin Manuel																			
62	Camille Barehand																			
63	Candace M. Norris																			
64	Carla Makil																			
65	Carlos Demetri Smith																			
66	Carlotta June Salinas																			
67	Carol Ann Jackson																			
68	Carol Ann Silversmith																			
69	Carol Jean Pedro																			
70	Carrie Ann Enos																			
71	Cassandra Lynn Manuel																			
72	Catherine Cody																			
73	Cecelia Cheromiah																			
74	Cecilia Ann Vasquez																			
75	Charlene Eleanor Jackson																			
76	Charles Edward Perkins																			
77	Charlotte Antone																			
78	Charlotte Ann Fafard																			
79	Cheri Northwind																			
80	Cheryl Ann Enos																			
81	Cheryl Annette Montano Lewis																			
82	Cheryl Kay Madril																			
83	Cheryl White Buffalo Gouge																			
84	Chester Vaughn Mack																			
85	Chiquita Ellis																			
86	Chris Georgette Sampson																			
87	Christina Love																			
88	Christopher Dennis Enos																			
89	Christopher Floyd Sheron Makil																			
90	Christopher Joseph Makil																			

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 32420 (BIA #052)	SRAL 32820 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #67-B)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
91	Christopher Joseph Stanley		X																	X		
92	Christopher Lee Enos		X																	X		
93	Chrysten Clark-Osif			X																X		
94	Clara May Carlos																			X		
95	Clayton James Harvey		X																			
96	Cody Parker																					
97	Coleman Kermit Manuel									X										X		
98	Connie Enos																			X		
99	Connie Mae Rossel		X																	X		
100	Cora Lee Moore			X																		
101	Cora Shirleen Enos		X																			
102	Cornel Jackson		X																		X	
103	Crandall Darrell Arthur	X																				
104	Cristina Marianna De Leon									X												
105	Crystal Jean Hernandez		X																	X		
106	Cynthia Ann Ray		X																			
107	Dale Cody	X																				
108	Daniel Arnold Enos		X																			
109	Danielle Lee Jackson		X																		X	
110	Danver Chase Seger																			X		
111	Darcia Northwind			X																		
112	Darrin Michael Jackson		X																			
113	Darryl Travis Terry																			X		
114	Daryl Edward Antone	X																				
115	Dawn Leslie Terry																			X		
116	Debbie Laverne Makil		X																			
117	Debra Ann Irizarry		X																			
118	Deitrich James Carlos																					
119	Delayna Rae Miller																					
120	Delberta Phillips		X																			X

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-B)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
121	Delma Jean Smith								X												
122	Delores Perkins								X												
123	Delores Elizabeth Baptisto																	X			
124	Delphina Joyce Chiago		X									X							X		
125	Denby Ray Enos											X							X		
126	Denise Card			X				X				X									
127	Denise Gail Terry											X						X			
128	Dennis Edward Throssell		X																		
129	Dexter Samuel Phillips		X					X													
130	Diane Gayle Enos		X					X				X						X			
131	Dixie Ann Padilla			X				X													
132	Dolores Adriane Bravo		X																		
133	Donna Doreen Rodriguez	X																			
134	Donna Jean Miller											X							X		
135	Doobie Jackson	X																		X	
136	Dora Mae Enriquiz										X										
137	Dora Yvonne Barehand		X																		
138	Doris Perkins								X												
139	Doris Elaine Makil		X																		
140	Dwain Raymond Cortez	X																			
141	Earl Daniel Jackson	X																			
142	Eddie Leon Manuel		X																		
143	Edwin Lloyd Paul											X							X		
144	Elaine Molina									X											
145	Elaine Jenny Anderson		X																		
146	Eldon Michael Moyah				X			X													
147	Eleanor Carol Antone	X																			
148	Elena Marie Tarango																				
149	Elgin Josiah Moyah																				
150	Elisha Joaquin			X																	

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 32420 (BIA #324-B)	SRAL 32820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-B)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66620 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
151	Elizabeth Ann Ortega																		
152	Ellen Mae Baptisto																		
153	Eloise Montano																		
154	Emerson Ray Ellis																		
155	Eric Anthony Antone																		
156	Erica Kay Kaulaity																		
157	Ernestine Alyce-leah Pedro																		
158	Estate of Adrian Ned Arthur																		
159	Estate of Alvin Rush Reynolds																		
160	Estate of Anne Jackson																		
161	Estate of April Faith Pacheco																		
162	Estate of Benton Manuel																		
163	Estate of Bernice Phillips																		
164	Estate of Calvin Wilfred Thomas																		
165	Estate of Carla Javier Perkins																		
166	Estate of Cheryl Gale Harvier - King																		
167	Estate of Cheryl Lois Perez																		
168	Estate of Christine Theresa Tashquith																		
169	Estate of Corrine Smith-Sampson																		
170	Estate of Cynthia Lynn Baptisto																		
171	Estate of Darlene Margaret Achin																		
172	Estate of David John Harvier																		
173	Estate of Deanna Ann Cross Montano																		
174	Estate of Debra Ann Keeto																		
175	Estate of Delmon Duane Burke																		
176	Estate of Dolores Victorian																		
177	Estate of Devon Delphine Manuel																		
178	Estate of Edna Betty Victorian																		
179	Estate of Elmer Makil																		
180	Estate of Elsie Mae Thomas																		

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
181	Estate of Erwin Simon Navenma		X																X		
182	Estate of Esther Darlene Joaquin			X				X													
183	Estate of Floretta Mae Hernandez																		X		
184	Estate of Georgiann Victorian			X				X													
185	Estate of Gerry Allen Butler												X	X					X		
186	Estate of Harlan Enos												X	X					X		
187	Estate of Harlan Manuel Victorian				X			X													
188	Estate of Henry Northwind		X																		
189	Estate of Joann Evelyn Howard	X																			
190	Estate of Jon Earl Makil		X																		
191	Estate of Jonathan Arlow Manuel							X													
192	Estate of Joseph Joshua Wellington		X																X		
193	Estate of Judith Marie Frederick												X	X				X			
194	Estate of Katrina Marie Cortez	X																			
195	Estate of Kevin Kaye Kuwanvama	X	X																		
196	Estate of Linda Burke Donahue		X																X		
197	Estate of Linda Sue Silversmith		X										X						X		
198	Estate of Liza Ann Chiago		X										X						X		
199	Estate of Loren Ross Russell															X					
200	Estate of Louella Ann Barehand		X																		
201	Estate of Madeline Fay Morgan		X																		
202	Estate of Martina Laurice Correa		X										X	X					X		
203	Estate of Melinda Louella Vavages																				
204	Estate of Melvina Traci Ray		X																		
205	Estate of Milburn Victor Jackson		X																	X	
206	Estate of Patricia Ann Perkins							X													
207	Estate of Phyllis Ann Enos												X	X					X		
208	Estate of Raymond White Buffalo		X																		
209	Estate of Rosaline Pablo			X																	
210	Estate of Rowena Enos		X										X	X							X

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #478-A)	SRAL 47920 (BIA #479)	SRAL 48020 (BIA #480)	SRAL 48120 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #614-A)	SRAL 61520 (BIA #615)	SRAL 65220 (BIA #652-A)	SRAL 66220 (BIA #662-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-B)	SRAL 67120 (BIA #671)	SRAL 68020 (BIA #680)
211	Estate of Thomas Edward Makil																	
212	Estate of Turner Gene Jackson		X															
213	Estate of Virginia Perkins																	
214	Estate of Wayne Schurz		X															
215	Estate of Willard Gordon Sampson																	
216	Estate Philbert Paul Makil		X															
217	Esther LaMae Villa																	
218	Ethan Leslie Manuel																	
219	Etheleen Ray																	
220	Eugene Dale Cody	X																
221	Evalee Pedro		X															
222	Evonne Patrice Pacheco		X															
223	Felicia Ray		X															
224	Felix Barehand		X															
225	Filmore Carlos																	
226	Florene Nolene Parker																	
227	Florine Howard	X																
228	Forrest James Anton		X															
229	Francine Harvey																	
230	Frank Dean Moreno		X															
231	Gail Ann Burke Gil Cruz		X															
232	Garrett Lee Tahmahkera																	
233	Gary Silversmith		X															
234	Gary Eric Antone		X															
235	Gary Roy Burke		X															
236	Gerald Shane Anton		X															
237	Geraldine Howard-Thomas																	
238	Geraldine J. King	X																
239	Gerldine Rutherford																	
240	Gertrena Waynetta Santo		X															

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	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
241	Gilbert G. Manuel						X														
242	Gilman Card		X					X													
243	Gina E Martinez		X																		
244	Glenda Annette Frederick																				
245	Gloria Ann Paul				X			X													
246	Gloria Marie Vasquez		X					X													
247	Gloria May Allison		X																		
248	Gloria Teresa Manuel								X												
249	Gordon Irwin Enos																				
250	Gregory Dominic Molina		X																		
251	Hazel Joy Evans																				
252	Hazel White Buffalo Fourkiller		X																		
253	Heavenly Jackson	X																			
254	Helene Fern Carlos		X																		
255	Ian Andrews Baptisto		X																		
256	Imogene Hogan Jackson		X																		
257	Irena Frances Shaw																				
258	Irma Elaine Barehand Smith		X																		
259	Irwin Cyrus Santo	X																			
260	Isabelle Theresa Howard			X																	
261	Ivan Wilfred Makil		X																		
262	Janae Jamie Notah		X																		
263	Janet Garcia																				
264	Janet Marie Cadena		X																		
265	Janice Gale Whitman																				
266	Janice Joan Antone																				
267	Jann Marie Ray		X																		
268	Jared Ian Carlos							X													
269	Jeanette Marie Victorian																				
270	Jeanine Carol Enos																				

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-B)	SRAL 67120 (BIA #671)	SRAL 68020 (BIA #680)
271	Jeffrey Dean Ray		X																		
272	Jeffrey Gordon Makil		X																X		
273	Jennie Marie Enos																				
274	Jennie Rose Osife		X																		
275	Jennifer Grey		X																		
276	Jennifer Edna Paul																				
277	Jennifer Joyce Sampson																				
278	Jennifer Karen Moffett																				
279	Jennifer Lee Navenma		X																		
280	Jerry Leon Silversmith		X																		
281	Jesse Taylor Vavages		X																		
282	Jessica Renee Enos																				
283	Jewel Christine Waters																				
284	Joan Sandra Beck		X																		
285	Joann Reynolds																				
286	Joanne Christine Juancho		X																		
287	Jodi Lyn Grubbs		X																		
288	Joey Samuel Antone		X																		
289	John Almaguer																				
290	John Marin Pazos																				
291	Johnathan Perkins																				
292	Jonathan Peter Sampson																				
293	Jordan Ray Enos			X																	
294	Joseph Shaw																				
295	Joseph Lloyd Ellis		X																		
296	Joseph Richard Pedro		X																		
297	Josephine Wicky																				
298	Josephine Virginia Smith																				
299	Josie Allene Enos		X																		
300	Joyce Marlene Sampson																				

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 32820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #614-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
301	Julia Mae Martin																				
302	Julia Rose Paul																		X		
303	June Carmen Shaw																		X		
304	Kandis Dee Balderrama		X																		X
305	Karen Elaine Knighton																				
306	Karen Jane Makil			X																	
307	Karen Laverne Santos		X																		
308	Karen Rose Howard																				
309	Karen Rose Step																				
310	Karenina Julia Antone		X																		
311	Karilyn Dawn Smith			X																	
312	Kathaleen Carol Almaguer			X																	
313	Kathy Perkins							X													
314	Keilani Lynn Jackson		X																		X
315	Keisha Rose Lewis																				
316	Kendall Arthur		X																		
317	Kent George Paul																				
318	Keston Grant Makil			X																	X
319	Kim Kevin Anton		X																		
320	Kimberly Rachel Fulwider																				
321	Kourtney Rae Makil		X																		
322	Kristen Lynn Gonzales																				
323	Lajuana Sampson																				
324	Lakota Morning Star Antone		X																		
325	Larry Northwind																				
326	Larson Gary Enos																				
327	Laura Katy Cody																				
328	Lavird Ramirez		X																		
329	Lawrence Enos		X																		
330	Leanne Anton		X																		

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 32820 (BIA #328-A)	SRAL 47820 (BIA #478)	SRAL 47920 (BIA #479)	SRAL 48020 (BIA #480)	SRAL 48120 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #671)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
331	Leatrice Howard																					
332	Lee Grant																					
333	Lela Cozad																					
334	Leon James Manuel																					
335	Leota Gloria Azul																					
336	Leroy Sebastian Victorian																					
337	Leslie Lynn Manuel																					
338	Lina Pablo Sampson																					
339	Linda Vavages																					
340	Linda Gail Chiago																					
341	Linda Mae Manuel																					
342	Lisa Jackson																					
343	Lisa Ann Baptisto																					
344	Lisa Claire Makil																					
345	Lloyd A. Winn																					
346	Lorenzo Cassa																					
347	Lori Dorrine Seger																					
348	Lorinda Kauakahi																					
349	Lorraine Carlos																					
350	Louann Monica Barehand																					
351	Louise Ann Shaw																					
352	Louise Kay Manuel																					
353	Lupe Vasquez-Koory																					
354	Lynn Milfred Farley																					
355	Makenzie Jean Morgan																					
356	Marcella Eleanore Thomas																					
357	Margaret Marie Perkins																					
358	Marguerita Ann Mendez																					
359	Mariam Valdespino																					
360	Marie Thomas																					

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #478-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
361	Marissa Frances Perkins																					
362	Marissa Hailie Antone	X																				
363	Mark Alan Barehand		X																			
364	Markus Warren Jim																					
365	Marla Lynn Stoneburner																					
366	Marlon Jerome Davis																					
367	Marsha Ellen Bernard		X																			
368	Marsha Vanessa Burke																					
369	Marvin Arthur Russell																					
370	Mary A. Lujan		X																			
371	Mary Etta Smith	X																				
372	Mary Jane Garcia																					
373	Mary Lou Howard																					
374	Mary Magdelene Makil		X																			
375	Mary Malinda Joaquin			X																		
376	Mavis Lavoy Jackson		X																			
377	Maximiliano Flores Ochoa																					
378	Melinda Jackson		X																			
379	Melvin Shaw Step																					
380	Mervin Dale Johnson																					
381	Michael Jerry Ellis		X																			
382	Michael Lee Carlos																					
383	Michael Thomas White																					
384	Monica Enos																					
385	Monica Gayle Vavages																					
386	Monica Joyce Shaw																					
387	Monique Autumn Loring		X																			
388	Monroe Wilson Tahmahkera																					
389	Mychal James Patrick			X																		
390	Myra Ann Barehand		X																			

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-B)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #671)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
391	Nancy Chiago																			
392	Nancy Jean Makil		X																	
393	Natasha Renee Navenma Kavoka		X																	
394	Nathan Richard Antone																			
395	Nathaniel William Antone	X																		
396	Nelda Fern Enos		X																	
397	Nicholas Levi Antone																			
398	Nicolas Brian Enos		X																	
399	Nicole Marie Vavages		X																	
400	Nicole Stephanie Antone			X																
401	Norman James Enas		X																	
402	Orrin Alfred Jackson		X																	
403	Pamela Rose Velasco	X																		
404	Patricia Cortez	X																		
405	Patricia Ann Stone			X																
406	Patricia Ann Tashquith		X																	
407	Patricia Coraleen Romero		X																	
408	Patricia Elaine Manuel		X																	
409	Patricia Jacqueline Hayes																			
410	Patrick Manuel		X																	
411	Patrick Dwayne Manuel																			
412	Patrick Jacob Shaw																			
413	Paul Roland Phillips																			
414	Paula Virginia Ray		X																	
415	Pauline Makil		X																	
416	Phyllis Georgena King			X																
417	Priscilla Jane Espinoza		X																	
418	Ramona Enos																			
419	Ramona Viguera			X																
420	Ramona D. Franklin		X																	

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-A)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
421	Ramona Lee Tashquith			X							L/E		X						X		
422	Randell Andrew Waters																				
423	Raul Leonardo Makil		X																		
424	Ray Michael Pazos											X							X		
425	Rebecca Kisto			X																	
426	Rebecca Lynn Moffett																				
427	Reece Daryl Merino		X													X					
428	Reginald Iry Howard																				
429	Relman Runo Manuel									X											
430	Rema Morgan Baptisto			X																	
431	Reynalda Jennifer Harvey																				
432	Reynold Arnold Enos																				
433	Rhea Ann Ochoa																				
434	Richard Joaquin																				
435	Rita Joaquin Howard																				
436	Robert Alfred Perkins																				
437	Robert D. Franklin																				
438	Roberta Seepie																				
439	Roberta Ann Johnson Santos																				
440	Robin Eula Makil																				
441	Roderick Howard																				
442	Roderick Leslie Baptisto																				
443	Roderick Lloyd Ochoa																				
444	Rodney Justin																				
445	Roistunn Douglass Antone																				
446	Ronald Arthur		X																		
447	Ronald Merlin Correa			X																	
448	Ronnie Cassadore																				
449	Rose Marie Mack																				
450	Roselene H. Navarro																				

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 32820 (BIA #328-A)	SRAL 47820 (BIA #478)	SRAL 47920 (BIA #479)	SRAL 48020 (BIA #480)	SRAL 48120 (BIA #481)	SRAL 48220 (BIA #482-B)	SRAL 58420 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66620 (BIA #665)	SRAL 66720 (BIA #666-A)	SRAL 66722 (BIA #667)	SRAL 66723 (BIA #667-B)	SRAL 67120 (BIA #671)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
451	Roxanne Fay Alvarez		X										X						X			
452	Roxanne Shining Star Moreno		X										X						X			
453	Roxanne Valerie Ray		X																			
454	Royce Manuel								X													
455	Rozena Diane Santo	X																				
456	Russell Barehand		X																			
457	Ruth Ann Perkins		X																			
458	Ryan Edward Harvey	X																				
459	Ryan Neil Gonzales		X																			
460	Sadie Lee Tsingine												X						X			
461	Sally Cortez	L/E											X									
462	Salt River Pima-Maricopa Indian Community		X	X				X					X	X					X	X		
463	Samantha Dorrine Smith												X	X					X			
464	Sandra Jean Howard								X													
465	Sanford S. Throssell		X																			
466	Sara Jane Strong	X											X									
467	Sara Jean Smith												X	X					X			
468	Sergio Nicholas Cortez	X																				
469	Shannon Waters									L/E		L/E										
470	Shannon Christy Jackson		X																	X		
471	Sharon Kay Turtle		X																			
472	Shaun R. Victorian			X																		
473	Sheldon Ray Reynolds												X	X					X			
474	Sherwin Phillip Enos		X																			
475	Shirley Ann Manuel			X				X														
476	Simon Makil			X																		
477	Sonya Marie Jackson	X																		X		
478	Sophia Joaquin				X																	
479	Stanley G. Throssell		X					X														
480	Sterling Dalyn Garcia																				X	

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 32420 (BIA #052)	SRAL 47820 (BIA #328-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 61420 (BIA #584-B)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #672-A)	SRAL 68020 (BIA #680)
481	Steven Northwind		X							X									
482	Steven James Hunt								X		X						X		
483	Sullivan Manuel																		
484	Susan Lori Makil		X																
485	Sydaniel Gordon Sampson								X										
486	Sylvester Joseph Joaquin			X															
487	Talma Chacon		X						X										
488	Tammy Lois Sampson																		
489	Taniesha Jade Cody	X																	
490	Teodulo Torres		L/E																
491	Terry Ann Mostacci		X								X						X		
492	Theodore Christman Shaw										X						X		
493	Theodore Felix Burke		X																
494	Theresa Jo Chiago		X								X						X		
495	Theresa Pearl Shaw										X						X		
496	Tierra Rose Rodriguez		X																
497	Timothy Joel Sampson								X										
498	Tina Marie Anton	X																	
499	Tobias Guy Thomas-Harvey		X								X								
500	Toby Jon Standing Bird										X						X		
501	Toni White Buffalo Pawnee		X																
502	Tonia Selene Reyes								L/E		L/E								
503	Tony Kim Reynolds																X		
504	Toya Leah Wellington	X									X							X	
505	Tracy Ennis		X																
506	Travis Martin Pedro		X														X		
507	Troy Perkins							X											
508	Ulysee Harold																		
509	Valerie Nicholina Mackett		X																
510	Verna Marie Ringer		X																

X=Ownership Interest, L/E=Life Estate Interest

	Landowner Name	SRAL 05020 (BIA #050)	SRAL 05220 (BIA #052)	SRAL 32420 (BIA #324-B)	SRAL 47820 (BIA #478-A)	SRAL 47920 (BIA #478)	SRAL 48020 (BIA #479)	SRAL 48120 (BIA #480)	SRAL 48220 (BIA #481)	SRAL 58420 (BIA #482-B)	SRAL 58421 (BIA #584-B)	SRAL 61420 (BIA #584-C)	SRAL 61520 (BIA #614-A)	SRAL 61820 (BIA #615)	SRAL 66520 (BIA #618-A)	SRAL 66720 (BIA #665)	SRAL 66722 (BIA #666-A)	SRAL 66723 (BIA #667)	SRAL 67120 (BIA #667-B)	SRAL 67220 (BIA #671)	SRAL 68020 (BIA #680)
511	Vernetta J. Makil		X																		
512	Vernice Cheryl Sampson									X		X									
513	Vernita Faye Soto									X		X									
514	Vernon George Russell															X					
515	Verona Jane Makil		X																		
516	Veronica Edwina Figueroa													X					X		
517	Veronica Marie Tashquith		X										X						X		
518	Victor Alexander Molina		X										X								
519	Victor Barehand Martinez		X																		
520	Victor E. Jackson	X																		X	
521	Victoria Jane Salmeron												X						X		
522	Vincent Lee Victorian			X																	
523	Warren Bates Waters									X		X									
524	Wayne Justin					X															
525	Wayne Anthony Santo	X																			
526	Wayne Leonard Hugo		X										X						X		
527	White Star Makil			X																	
528	Willardine Ione Sampson																				
529	William Newton Shaw									X										X	
530	Yolanda Lynn Manuel												X						X		
531	Yvonne Marie Johns		X										X						X		
532	Zane Rondell Ramon																				

X=Ownership Interest, L/E=Life Estate Interest

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
05020	050	Antonio Aloysius Howard	2.778%	32420	324-B	Cecilia Ann Vasquez	0.735%
05020	050	Estate of Joann Evelyn Howard	2.778%	32420	324-B	Charlene Eleanor Jackson	0.208%
05020	050	Estate of Kevin Kaye Kuwanvama	25.000%	32420	324-B	Christopher Dennis Enos	2.083%
05020	050	Florine Howard	8.333%	32420	324-B	Christopher Lee Enos	6.667%
05020	050	Geraldine J. King	8.333%	32420	324-B	Clayton James Harvey	1.111%
05020	050	Isabelle Theresa Howard	2.778%	32420	324-B	Cora Shirleen Enos	2.083%
05020	050	Karen Rose Howard	8.333%	32420	324-B	Cornel Jackson	1.034%
05020	050	Lavird Ramirez	25.000%	32420	324-B	Danielle Lee Jackson	0.126%
05020	050	Marie Thomas	8.333%	32420	324-B	Darrin Michael Jackson	2.083%
05020	050	Mary Etta Smith	8.333%	32420	324-B	Delberta Phillips	2.083%
		TOTAL	100.000%	32420	324-B	Donna Doreen Rodriquez	2.083%
05220	052	Adriann Cody	1.786%	32420	324-B	Doobie Jackson	1.042%
05220	052	Amenda Anna Arthur	1.905%	32420	324-B	Earl Daniel Jackson	2.083%
05220	052	Anthony Dwain Cortez	1.190%	32420	324-B	Eleanor Carol Antone	5.556%
05220	052	Catherine Cody	1.786%	32420	324-B	Eric Anthony Antone	0.694%
05220	052	Charlotte Antone	14.286%	32420	324-B	Estate of Anne Jackson	0.514%
05220	052	Crandall Darrell Arthur	2.619%	32420	324-B	Estate of Joseph Joshua Wellington	0.126%
05220	052	Dale Cody	1.786%	32420	324-B	Estate of Martina Laurice Correa	1.111%
05220	052	Daryl Edward Antone	4.762%	32420	324-B	Estate of Milburn Victor Jackson	0.735%
05220	052	Dwain Raymond Cortez	1.190%	32420	324-B	Estate of Rowena Enos	6.667%
05220	052	Estate of Adrian Ned Arthur	1.905%	32420	324-B	Estate of Turnner Gene Jackson	0.126%
05220	052	Estate of Katrina Marie Cortez	1.190%	32420	324-B	Estate of Wayne Schurz	3.333%
05220	052	Estate of Kevin Kaye Kuwanvama	7.143%	32420	324-B	Gary Eric Antone	0.694%
05220	052	Eugene Dale Cody	0.595%	32420	324-B	Gertrena Waynetta Santo	1.111%
05220	052	Forrest James Anton	14.286%	32420	324-B	Heavenly Jackson	0.126%
05220	052	Gerald Shane Anton	1.786%	32420	324-B	Irwin Cyrus Santo	1.111%
05220	052	Kendall Arthur	2.619%	32420	324-B	Joey Samuel Antone	0.694%
05220	052	Kim Kevin Anton	1.786%	32420	324-B	Kandis Dee Balderrama	1.042%
05220	052	Laura Katy Cody	0.595%	32420	324-B	Karenina Julia Antone	22.222%
05220	052	Lavird Ramirez	21.429%	32420	324-B	Keilani Lynn Jackson	0.126%
05220	052	Leanne Anton	1.786%	32420	324-B	Kimberly Rachel Fulwilder	1.111%
05220	052	Pamela Rose Velasco	2.619%	32420	324-B	Lakota Morning Star Antone	0.694%
05220	052	Patricia Cortez	4.762%	32420	324-B	Lisa Jackson	1.034%
05220	052	Ronald Arthur	2.619%	32420	324-B	Marissa Hailie Antone	0.694%
05220	052	<i>Sally Cortez (L/E)</i>	0.000%	32420	324-B	Melinda Jackson	0.735%
05220	052	Sergio Nicholas Cortez	1.190%	32420	324-B	Nathan Richard Antone	0.694%
05220	052	Taniesha Jade Cody	0.595%	32420	324-B	Nathaniel William Antone	0.694%
05220	052	Tina Marie Anton	1.786%	32420	324-B	Orrin Alfred Jackson	0.126%
		TOTAL	100.000%	32420	324-B	Reece Daryl Merino	0.694%
32420	324-B	Alfred Jackson	0.126%	32420	324-B	Ronald Merlin Correa	1.111%
32420	324-B	Alice Dellena Manuel	1.111%	32420	324-B	Rozena Diane Santo	1.111%
32420	324-B	Allison Marie Montano	3.333%	32420	324-B	Ryan Edward Harvey	1.111%
32420	324-B	<i>Audrey Angeline Santo (L/E)</i>	0.000%	32420	324-B	Salt River Pima - Maricopa Indian Community	6.319%
32420	324-B	Carol Ann Jackson	2.083%	32420	324-B	Sara Jane Strong	4.167%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
32420	324-B	Shannon Christy Jackson	0.126%	32820	328-A	Chiquita Ellis	0.102%
32420	324-B	Sonya Marie Jackson	0.126%	32820	328-A	Christina Love	0.556%
32420	324-B	Tobias Guy Thomas-Harvey	1.111%	32820	328-A	Christopher Floyd Sheron Makil	0.293%
32420	324-B	Toya Leah Wellington	0.126%	32820	328-A	Christopher Joseph Makil	0.205%
32420	324-B	Victor E. Jackson	1.034%	32820	328-A	Christopher Joseph Stanley	0.026%
32420	324-B	Wayne Anthony Santo	1.111%	32820	328-A	Chrysten Clark-Osif	0.079%
		TOTAL	100.000%	32820	328-A	Connie Mae Rossel	0.099%
32820	328-A	Abelardo T Bravo	0.043%	32820	328-A	Crystal Jean Hernandez	0.074%
32820	328-A	Adrian Jerome Fyant	0.025%	32820	328-A	Cynthia Ann Ray	0.042%
32820	328-A	Alicia Shawnee Harvier	0.020%	32820	328-A	Daniel Arnold Enos	1.042%
32820	328-A	Allysun Skye Ellis	0.025%	32820	328-A	Darcia Northwind	0.556%
32820	328-A	Althea Roberta Ray	0.205%	32820	328-A	Debbie Laverne Makil	0.059%
32820	328-A	Amber Cara Black Owl	0.102%	32820	328-A	Debra Ann Irizarry	0.099%
32820	328-A	Andrew Jacob Gilman Siquieros	0.033%	32820	328-A	Delphina Joyce Chiago	0.235%
32820	328-A	Angel Northwind	0.556%	32820	328-A	Dennis Edward Throssell	0.558%
32820	328-A	Anna Faye Preston	0.347%	32820	328-A	Diane Gayle Enos	0.314%
32820	328-A	Annette Rachel Makil	0.377%	32820	328-A	Dolores Adriane Bravo	0.043%
32820	328-A	Anthony Aaron Manuel	1.852%	32820	328-A	Dora Yvonne Barehand	0.037%
32820	328-A	Anthony M Barehand	0.037%	32820	328-A	Doris Elaine Makil	0.347%
32820	328-A	Artis Duan Vavages	0.463%	32820	328-A	Eddie Leon Manuel	0.592%
32820	328-A	Ashley Marie Harvier	0.026%	32820	328-A	Elaine Jenny Anderson	7.292%
32820	328-A	Augustine John Makil	0.099%	32820	328-A	Elizabeth Ann Ortega	0.377%
32820	328-A	Avery Anthony Miles	0.020%	32820	328-A	Emerson Ray Ellis	0.102%
32820	328-A	Belfort Lance Carlos	1.852%	32820	328-A	Erica Kay Kaulaity	0.025%
32820	328-A	Benedict Joseph Makil	0.099%	32820	328-A	Ernestine Alyce-leah Pedro	0.026%
32820	328-A	Benedict Paul Tashquinth	0.026%	32820	328-A	Estate of April Faith Pacheco	0.231%
32820	328-A	Bennett Leroy Chiago	0.235%	32820	328-A	Estate of Bernice Phillips	4.167%
32820	328-A	Billie J. Propst	0.255%	32820	328-A	Estate of Calvin Wilfred Thomas	0.066%
32820	328-A	Bonnie Woodene Makil	0.059%	32820	328-A	Estate of Cheryl Gale Harvier - King	0.026%
32820	328-A	Boyd Willman Chiago	0.235%	32820	328-A	Estate of Cheryl Lois Perez	0.109%
32820	328-A	Brenda Louise Robertson	2.778%	32820	328-A	Estate of Christine Theresa Tashquinth	0.026%
32820	328-A	Brian Christopher Enas	0.526%	32820	328-A	Estate of David John Harvier	0.026%
32820	328-A	Brian Keith Almaguer	0.130%	32820	328-A	Estate of Delmon Duane Burke	0.617%
32820	328-A	<i>Bruce Lewis Manuel (L/E)</i>	0.000%	32820	328-A	Estate of Elmer Makil	0.377%
32820	328-A	Bryanna Grace Morgan	0.044%	32820	328-A	Estate of Elsie Mae Thomas	0.079%
32820	328-A	Buck M. Makil	1.201%	32820	328-A	Estate of Erwin Simon Navenma	0.314%
32820	328-A	Byron William Nelson	2.222%	32820	328-A	Estate of Henry Northwind	0.556%
32820	328-A	Camille Barehand	0.037%	32820	328-A	Estate of Jon Earl Makil	1.201%
32820	328-A	Carla Makil	0.347%	32820	328-A	Estate of Linda Burke Donahue	1.852%
32820	328-A	Carol Ann Silversmith	0.074%	32820	328-A	Estate of Linda Sue Silversmith	0.074%
32820	328-A	Cecelia Cheromiah	0.529%	32820	328-A	Estate of Liza Ann Chiago	0.235%
32820	328-A	Cheri Northwind	0.556%	32820	328-A	Estate of Louella Ann Barehand	0.130%
32820	328-A	Cheryl White Buffalo Gouge	0.085%	32820	328-A	Estate of Madeline Fay Morgan	0.044%
32820	328-A	Chester Vaughn Mack	0.109%	32820	328-A	Estate of Melinda Louella Vavages	2.778%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
32820	328-A	Estate of Melvina Traci Ray	0.042%	32820	328-A	Larson Gary Enos	1.042%
32820	328-A	Estate of Raymond White Buffalo	0.085%	32820	328-A	Lawrence Enos	3.704%
32820	328-A	Estate of Thomas Edward Makil	0.099%	32820	328-A	Leatrice Howard	3.704%
32820	328-A	Estate Philbert Paul Makil	0.099%	32820	328-A	Lee Grant	0.463%
32820	328-A	Evalee Pedro	0.079%	32820	328-A	Lela Cozad	0.085%
32820	328-A	Evonne Patrice Pacheco	0.116%	32820	328-A	Leota Gloria Azul	0.293%
32820	328-A	Felicia Ray	0.042%	32820	328-A	Leslie Lynn Manuel	1.852%
32820	328-A	Felix Barehand	0.037%	32820	328-A	Linda Vavages	0.556%
32820	328-A	Frank Dean Moreno	0.446%	32820	328-A	Linda Gail Chiago	0.176%
32820	328-A	Gail Ann Burke Gil Cruz	0.231%	32820	328-A	Linda Mae Manuel	1.389%
32820	328-A	Gary Silversmith	0.074%	32820	328-A	Lisa Claire Makil	0.586%
32820	328-A	Gary Roy Burke	0.231%	32820	328-A	Lloyd A. Winn	0.085%
32820	328-A	Gerldine Rutherford	0.556%	32820	328-A	Louann Monica Barehand	0.037%
32820	328-A	Gina E Martinez	0.347%	32820	328-A	Lynn Milfred Farley	0.059%
32820	328-A	Gloria May Allison	0.260%	32820	328-A	Makenzie Jean Morgan	0.044%
32820	328-A	Gregory Dominic Molina	0.050%	32820	328-A	Marguerita Ann Mendez	0.087%
32820	328-A	Hazel White Buffalo Fourkiller	0.085%	32820	328-A	Mariam Valdespino	0.153%
32820	328-A	Helene Fern Carlos	0.463%	32820	328-A	Mark Alan Barehand	0.130%
32820	328-A	Imogene Hogan Jackson	1.528%	32820	328-A	Marsha Ellen Bernard	0.079%
32820	328-A	Irma Elaine Barehand Smith	0.130%	32820	328-A	Mary A. Lujan	0.529%
32820	328-A	Ivan Wilfred Makil	0.059%	32820	328-A	Mary Magdelene Makil	0.377%
32820	328-A	Janae Jamie Notah	1.852%	32820	328-A	Mavis Lavoy Jackson	0.099%
32820	328-A	Janet Marie Cadena	1.587%	32820	328-A	Michael Jerry Ellis	0.509%
32820	328-A	Jeffrey Dean Ray	0.042%	32820	328-A	Monique Autumn Loring	0.260%
32820	328-A	Jeffrey Gordon Makil	0.059%	32820	328-A	Myra Ann Barehand	0.037%
32820	328-A	Jennie Rose Osife	0.033%	32820	328-A	Nancy Chiago	0.235%
32820	328-A	Jennifer Grey	0.044%	32820	328-A	Nancy Jean Makil	1.230%
32820	328-A	Jennifer Lee Navenma	0.285%	32820	328-A	Natasha Renee Navenma Kavoka	0.285%
32820	328-A	Jerry Leon Silversmith	0.074%	32820	328-A	Nicholas Levi Antone	0.026%
32820	328-A	Jesse Taylor Vavages	0.463%	32820	328-A	Nicolas Brian Enos	0.314%
32820	328-A	Joan Sandra Beck	0.446%	32820	328-A	Nicole Marie Vavages	0.463%
32820	328-A	Joanne Christine Juancho	0.529%	32820	328-A	Norman James Enas	1.042%
32820	328-A	Jodi Lyn Grubbs	0.446%	32820	328-A	Patricia Ann Tashquinth	0.026%
32820	328-A	John Almaguer	0.130%	32820	328-A	Patricia Coraleen Romero	0.509%
32820	328-A	Joseph Lloyd Ellis	0.025%	32820	328-A	Patricia Elaine Manuel	0.586%
32820	328-A	Joseph Richard Pedro	0.026%	32820	328-A	Paula Virginia Ray	0.042%
32820	328-A	Josie Allene Enos	0.314%	32820	328-A	Pauline Makil	2.344%
32820	328-A	Karen Jane Makil	0.347%	32820	328-A	Priscilla Jane Espinoza	0.509%
32820	328-A	Karen Laverne Santos	0.521%	32820	328-A	Ramona D. Franklin	0.127%
32820	328-A	Karilyn Dawn Smith	1.042%	32820	328-A	Ramona Lee Tashquinth	0.020%
32820	328-A	Kathaleen Carol Almaguer	0.130%	32820	328-A	Raul Leonardo Makil	0.347%
32820	328-A	Keston Grant Makil	0.146%	32820	328-A	Rema Morgan Baptisto	0.044%
32820	328-A	Kourtney Rae Makil	0.146%	32820	328-A	Robert D. Franklin	0.127%
32820	328-A	Larry Northwind	0.556%	32820	328-A	Roberta Seepie	0.314%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
32820	328-A	Robin Eula Makil	0.293%	47820	478	Gilman Card	3.125%
32820	328-A	Roistunn Douglass Antone	0.087%	47820	478	Gloria Marie Vasquez	3.125%
32820	328-A	Ronnie Cassadore	0.026%	47820	478	Jann Marie Ray	3.125%
32820	328-A	Rose Marie Mack	0.314%	47820	478	Leon James Manuel	8.333%
32820	328-A	Roselene H. Navarro	0.087%	47820	478	Lorenzo Cassa	8.333%
32820	328-A	Roxanne Fay Alvarez	0.020%	47820	478	Lupe Vasquez-Koory	3.125%
32820	328-A	Roxanne Shining Star Moreno	0.446%	47820	478	Nicole Stephanie Antone	3.125%
32820	328-A	Roxanne Valerie Ray	0.042%	47820	478	Patrick Manuel	8.333%
32820	328-A	Russell Barehand	0.130%	47820	478	Rebecca Kisto	8.333%
32820	328-A	Ruth Ann Perkins	4.167%	47820	478	Shirley Ann Manuel	8.333%
32820	328-A	Ryan Neil Gonzales	0.099%	47820	478	White Star Makil	3.125%
32820	328-A	Salt River Pima - Maricopa Indian Community	8.220%			TOTAL	100.000%
32820	328-A	Sanford S. Throssell	0.087%	47920	479	Anita Frances Victorian	3.333%
32820	328-A	Sharon Kay Turtle	0.102%	47920	479	Arlene Victorian	4.167%
32820	328-A	Sherwin Phillip Enos	0.521%	47920	479	Elisha Joaquin	1.852%
32820	328-A	Simon Makil	0.377%	47920	479	Estate of Deanna Ann Cross Montano	1.852%
32820	328-A	Stanley G. Throssell	0.050%	47920	479	Estate of Delores Victorian	2.778%
32820	328-A	Steven Northwind	0.556%	47920	479	Estate of Edna Betty Victorian	16.667%
32820	328-A	Susan Lori Makil	0.347%	47920	479	Estate of Esther Darlene Joaquin	1.852%
32820	328-A	Talma Chacon	0.526%	47920	479	Estate of Georgiann Victorian	4.167%
32820	328-A	<i>Teodulo Torres (L/E)</i>	0.000%	47920	479	Estate of Harlan Manuel Victorian	3.333%
32820	328-A	Terry Ann Mostacci	0.153%	47920	479	Estate of Rosaline Pablo	3.333%
32820	328-A	Theodore Felix Burke	0.617%	47920	479	Gloria Ann Paul	1.852%
32820	328-A	Theresa Jo Chiago	0.235%	47920	479	Jeanette Marie Victorian	4.167%
32820	328-A	Tierra Rose Rodriquez	0.116%	47920	479	Jordan Ray Enos	1.667%
32820	328-A	Toni White Buffalo Pawnee	0.085%	47920	479	Keisha Rose Lewis	1.667%
32820	328-A	Tracy Ennis	0.463%	47920	479	Leroy Sebastian Victorian	4.167%
32820	328-A	Travis Martin Pedro	0.026%	47920	479	Mary Malinda Joaquin	1.852%
32820	328-A	Ulysee Harold	0.033%	47920	479	Mychal James Patrick	1.667%
32820	328-A	Valerie Nicholina Mackett	0.042%	47920	479	Patricia Ann Stone	8.333%
32820	328-A	Verna Marie Ringer	0.130%	47920	479	Phyllis Georgena King	0.556%
32820	328-A	Vernetta J. Makil	0.059%	47920	479	Ramona Vigueras	16.667%
32820	328-A	Verona Jane Makil	0.347%	47920	479	Richard Joaquin	1.852%
32820	328-A	Veronica Marie Tashquinth	0.026%	47920	479	Rita Joaquin Howard	1.852%
32820	328-A	Victor Alexander Molina	0.050%	47920	479	Shaun R. Victorian	3.333%
32820	328-A	Victor Barehand Martinez	0.037%	47920	479	Sophia Joaquin	1.852%
32820	328-A	Wayne Leonard Hugo	0.109%	47920	479	Sylvester Joseph Joaquin	1.852%
32820	328-A	Yvonne Marie Johns	0.026%	47920	479	Vincent Lee Victorian	1.667%
		TOTAL	100.000%	47920	479	Zane Rondell Ramon	1.667%
47820	478	Arnold Makil	12.500%			TOTAL	100.000%
47820	478	Carol Jean Pedro	12.500%	48020	480	Eldon Michael Moyah	12.500%
47820	478	Denise Card	3.125%	48020	480	Elgin Josiah Moyah	12.500%
47820	478	Dixie Ann Padilla	3.125%	48020	480	Josephine Wicky	50.000%
47820	478	Gilbert G. Manuel	8.333%	48020	480	Rodney Justin	12.500%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
48020	480	Wayne Justin	12.500%	48220	482-B	Nicole Stephanie Antone	0.716%
		TOTAL	100.000%	48220	482-B	Patricia Ann Stone	1.910%
48120	481	Dexter Samuel Phillips	3.704%	48220	482-B	Patrick Manuel	1.910%
48120	481	Geraldine Howard-Thomas	11.111%	48220	482-B	Paul Roland Phillips	0.849%
48120	481	Leatrice Howard	33.333%	48220	482-B	Phyllis Georgena King	0.127%
48120	481	Mary Lou Howard	33.333%	48220	482-B	Ramona Vigueras	3.819%
48120	481	Paul Roland Phillips	3.704%	48220	482-B	Rebecca Kisto	1.910%
48120	481	Reginald Iry Howard	3.704%	48220	482-B	Reginald Iry Howard	0.849%
48120	481	Roderick Howard	11.111%	48220	482-B	Richard Joaquin	0.424%
		TOTAL	100.000%	48220	482-B	Rita Joaquin Howard	0.424%
48220	482-B	Anita Frances Victorian	0.764%	48220	482-B	Roderick Howard	2.546%
48220	482-B	Arlene Victorian	0.955%	48220	482-B	Rodney Justin	1.042%
48220	482-B	Arnold Makil	2.865%	48220	482-B	Salt River Pima - Maricopa Indian Community	2.083%
48220	482-B	Carol Jean Pedro	2.865%	48220	482-B	Shirley Ann Manuel	1.910%
48220	482-B	Denise Card	0.716%	48220	482-B	Sophia Joaquin	0.424%
48220	482-B	Dexter Samuel Phillips	0.849%	48220	482-B	Sylvester Joseph Joaquin	0.424%
48220	482-B	Dixie Ann Padilla	0.716%	48220	482-B	Wayne Justin	1.042%
48220	482-B	Eldon Michael Moyah	1.042%	48220	482-B	White Star Makil	0.716%
48220	482-B	Elgin Josiah Moyah	1.042%			TOTAL	100.000%
48220	482-B	Elisha Joaquin	0.424%	58420	584-B	Charles Edward Perkins	6.250%
48220	482-B	Estate of Deanna Ann Cross Montano	0.424%	58420	584-B	Delma Jean Smith	6.250%
48220	482-B	Estate of Delores Victorian	0.637%	58420	584-B	Delores Perkins	2.083%
48220	482-B	Estate of Edna Betty Victorian	3.819%	58420	584-B	Doris Perkins	6.250%
48220	482-B	Estate of Esther Darlene Joaquin	0.424%	58420	584-B	Elaine Molina	2.083%
48220	482-B	Estate of Georgiann Victorian	0.955%	58420	584-B	Estate of Carla Havier Perkins	6.250%
48220	482-B	Estate of Harlan Manuel Victorian	0.764%	58420	584-B	Estate of Patricia Ann Perkins	6.250%
48220	482-B	Estate of Rosaline Pablo	1.528%	58420	584-B	Estate of Virginia Perkins	50.000%
48220	482-B	Geraldine Howard-Thomas	2.546%	58420	584-B	Johnathan Perkins	2.083%
48220	482-B	Gilbert G. Manuel	1.910%	58420	584-B	Josephine Virginia Smith	2.083%
48220	482-B	Gilman Card	0.716%	58420	584-B	Kathy Perkins	2.083%
48220	482-B	Gloria Ann Paul	0.424%	58420	584-B	Margaret Marie Perkins	2.083%
48220	482-B	Gloria Marie Vasquez	0.716%	58420	584-B	Marissa Frances Perkins	2.083%
48220	482-B	Jann Marie Ray	0.716%	58420	584-B	Robert Alfred Perkins	2.083%
48220	482-B	Jeanette Marie Victorian	0.955%	58420	584-B	Troy Perkins	2.083%
48220	482-B	Josephine Wicky	2.083%			TOTAL	100.000%
48220	482-B	Keisha Rose Lewis	1.910%	58421	584-C	Annette Fay Leonard	12.500%
48220	482-B	Leatrice Howard	7.639%	58421	584-C	Barton Manuel	12.500%
48220	482-B	Leon James Manuel	1.910%	58421	584-C	Cassandra Lynn Manuel	4.167%
48220	482-B	Leroy Sebastian Victorian	0.955%	58421	584-C	Estate of Jonathan Arlow Manuel	4.167%
48220	482-B	Lorenzo Cassa	1.910%	58421	584-C	Gloria Teresa Manuel	12.500%
48220	482-B	Lupe Vasquez-Koory	0.716%	58421	584-C	Kristen Lynn Gonzales	12.500%
48220	482-B	Mary Lou Howard	7.639%	58421	584-C	Nelda Fern Enos	12.500%
48220	482-B	Mary Malinda Joaquin	0.424%	58421	584-C	Relman Runo Manuel	4.167%
48220	482-B	Michael Thomas White	22.917%	58421	584-C	Royce Manuel	12.500%

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SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
58421	584-C	Sandra Jean Howard	12.500%	61820	618-A	<i>Alec Waters (L/E)</i>	0.000%
		TOTAL	100.000%	61820	618-A	Alta Jean Navarro	0.595%
61420	614-A	<i>Alec Waters (L/E)</i>	0.000%	61820	618-A	Angel John Osif	0.794%
61420	614-A	Alta Jean Navarro	1.190%	61820	618-A	Belva Jean Martinez Sampson	0.340%
61420	614-A	Angel John Osif	1.587%	61820	618-A	Beverly Jean Mcmillian	4.167%
61420	614-A	Belva Jean Martinez Sampson	0.680%	61820	618-A	Bonnie Faye Delowe	1.190%
61420	614-A	Beverly Jean Mcmillian	8.333%	61820	618-A	Carlotta June Salinas	1.190%
61420	614-A	Bonnie Faye Delowe	2.381%	61820	618-A	Chris Georgette Sampson	0.595%
61420	614-A	Carlotta June Salinas	2.381%	61820	618-A	Cristina Marianna De Leon	2.381%
61420	614-A	Cheryl Annette Montano Lewis	16.667%	61820	618-A	<i>Elena Marie Tarango (L/E)</i>	0.000%
61420	614-A	Chris Georgette Sampson	1.190%	61820	618-A	Estate of Corrine Smith-Sampson	1.190%
61420	614-A	Cody Parker	8.333%	61820	618-A	Estate of Willard Gordon Sampson	0.238%
61420	614-A	Cristina Marianna De Leon	4.762%	61820	618-A	Florena Nolene Parker	8.333%
61420	614-A	<i>Elena Marie Tarango (L/E)</i>	0.000%	61820	618-A	Garrett Lee Tahmahkera	0.119%
61420	614-A	Eloise Montano	16.667%	61820	618-A	Jennifer Joyce Sampson	4.167%
61420	614-A	Estate of Corrine Smith-Sampson	2.381%	61820	618-A	Jonathan Peter Sampson	0.340%
61420	614-A	Estate of Willard Gordon Sampson	0.476%	61820	618-A	Joyce Marlene Sampson	0.595%
61420	614-A	Florena Nolene Parker	8.333%	61820	618-A	Julia Mae Martin	0.238%
61420	614-A	Garrett Lee Tahmahkera	0.238%	61820	618-A	Lajuana Sampson	66.667%
61420	614-A	Jennifer Joyce Sampson	8.333%	61820	618-A	Lina Pablo Sampson	0.340%
61420	614-A	Jonathan Peter Sampson	0.680%	61820	618-A	<i>Maximiliano Flores Ochoa (L/E)</i>	0.000%
61420	614-A	Joyce Marlene Sampson	1.190%	61820	618-A	Monica Gayle Vavages	0.340%
61420	614-A	Julia Mae Martin	0.476%	61820	618-A	Monroe Wilson Tahmahkera	0.119%
61420	614-A	Lina Pablo Sampson	0.680%	61820	618-A	<i>Randell Andrew Waters (L/E)</i>	0.000%
61420	614-A	<i>Maximiliano Flores Ochoa (L/E)</i>	0.000%	61820	618-A	Rhea Ann Ochoa	0.794%
61420	614-A	Monica Gayle Vavages	0.680%	61820	618-A	Roderick Lloyd Ochoa	0.794%
61420	614-A	Monroe Wilson Tahmahkera	0.238%	61820	618-A	<i>Shannon Waters (L/E)</i>	0.000%
61420	614-A	<i>Randell Andrew Waters (L/E)</i>	0.000%	61820	618-A	Steven James Hunt	1.190%
61420	614-A	Rhea Ann Ochoa	1.587%	61820	618-A	Sydaniel Gordon Sampson	0.238%
61420	614-A	Roderick Lloyd Ochoa	1.587%	61820	618-A	Tammy Lois Sampson	0.340%
61420	614-A	<i>Shannon Waters (L/E)</i>	0.000%	61820	618-A	Timothy Joel Sampson	0.340%
61420	614-A	Steven James Hunt	2.381%	61820	618-A	<i>Tonia Selene Reyes (L/E)</i>	0.000%
61420	614-A	Sydaniel Gordon Sampson	0.476%	61820	618-A	Vernice Cheryl Sampson	0.595%
61420	614-A	Tammy Lois Sampson	0.680%	61820	618-A	Vernita Faye Soto	0.340%
61420	614-A	Timothy Joel Sampson	0.680%	61820	618-A	Warren Bates Waters	1.190%
61420	614-A	<i>Tonia Selene Reyes (L/E)</i>	0.000%	61820	618-A	Willardine Ione Sampson	0.238%
61420	614-A	Vernice Cheryl Sampson	1.190%			TOTAL	100.000%
61420	614-A	Vernita Faye Soto	0.680%	66520	665	Adam Mitchell Manuel	0.079%
61420	614-A	Warren Bates Waters	2.381%	66520	665	Alicia Shawnee Harvier	0.024%
61420	614-A	Willardine Ione Sampson	0.476%	66520	665	Andrea Shaw Stepp	2.381%
		TOTAL	100.000%	66520	665	Angeline Marcelle Reynolds	0.002%
61520	615	Alfred Dean Sampson	50.000%	66520	665	Ashley Marie Harvier	0.032%
61520	615	Dora Mae Enriquiz	50.000%	66520	665	Avery Anthony Miles	0.024%
		TOTAL	100.000%	66520	665	Barbara Ann Reynolds	0.002%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
66520	665	Benedict Paul Tashquinth	0.032%	66520	665	Estate of Elsie Mae Thomas	0.096%
66520	665	Bennett Leroy Chiago	0.283%	66520	665	Estate of Erwin Simon Navenma	0.379%
66520	665	Berdina Manuel Burke	0.238%	66520	665	Estate of Gerry Allen Butler	0.031%
66520	665	Bonnie Woodene Makil	2.679%	66520	665	Estate of Harlan Enos	0.002%
66520	665	Boyd Willman Chiago	0.283%	66520	665	Estate of Judith Marie Frederick	0.794%
66520	665	Bradford Layne Shaw	14.286%	66520	665	Estate of Linda Sue Silversmith	0.089%
66520	665	Brenda Elaine Manuel	0.822%	66520	665	Estate of Liza Ann Chiago	0.283%
66520	665	Calberg Colin Manuel	1.190%	66520	665	Estate of Martina Laurice Correa	0.035%
66520	665	Candace M. Norris	0.006%	66520	665	Estate of Phyllis Ann Enos	0.128%
66520	665	Carlos Demetri Smith	0.136%	66520	665	Estate of Rowena Enos	0.213%
66520	665	Carol Ann Silversmith	0.089%	66520	665	Estate of Wayne Schurz	0.106%
66520	665	Carrie Ann Enos	0.006%	66520	665	Esther LaMae Villa	1.020%
66520	665	Cecelia Cheromiah	0.638%	66520	665	Ethan Leslie Manuel	0.079%
66520	665	<i>Cheryl Ann Enos (L/E)</i>	0.000%	66520	665	Etheleen Ray	0.030%
66520	665	Cheryl Kay Madril	2.381%	66520	665	Evalee Pedro	0.096%
66520	665	Chester Vaughn Mack	0.131%	66520	665	Filmore Carlos	0.680%
66520	665	Christopher Joseph Stanley	0.032%	66520	665	Frank Dean Moreno	0.538%
66520	665	Christopher Lee Enos	0.128%	66520	665	Gary Silversmith	0.089%
66520	665	Chrysten Clark-Osif	0.096%	66520	665	Glenda Annette Frederick	0.030%
66520	665	Clara May Carlos	0.680%	66520	665	Gordon Irwin Enos	16.947%
66520	665	Coleman Kermit Manuel	0.238%	66520	665	Hazel Joy Evans	0.680%
66520	665	Connie Enos	0.002%	66520	665	Irena Frances Shaw	1.020%
66520	665	Cora Lee Moore	0.031%	66520	665	Janet Garcia	2.381%
66520	665	Crystal Jean Hernandez	0.089%	66520	665	Janet Marie Cadena	1.913%
66520	665	Danver Chase Seger	0.004%	66520	665	Janice Joan Antone	0.680%
66520	665	Darryl Travis Terry	0.397%	66520	665	Jared Ian Carlos	0.136%
66520	665	Dawn Leslie Terry	0.397%	66520	665	Jeanine Carol Enos	0.030%
66520	665	Deitrich James Carlos	0.136%	66520	665	Jennie Marie Enos	0.002%
66520	665	Delphina Joyce Chiago	0.283%	66520	665	Jennifer Edna Paul	0.411%
66520	665	Denby Ray Enos	0.030%	66520	665	Jennifer Lee Navenma	0.344%
66520	665	Denise Gail Terry	0.397%	66520	665	Jerry Leon Silversmith	0.089%
66520	665	Diane Gayle Enos	0.379%	66520	665	Jessica Renee Enos	0.006%
66520	665	Donna Jean Miller	0.002%	66520	665	Jewel Christine Waters	0.002%
66520	665	Edwin Lloyd Paul	0.274%	66520	665	Joan Sandra Beck	0.538%
66520	665	Ernestine Alyce-leah Pedro	0.032%	66520	665	Joann Reynolds	0.002%
66520	665	Estate of Alvin Rush Reynolds	0.002%	66520	665	Joanne Christine Juancho	0.638%
66520	665	Estate of Benton Manuel	0.238%	66520	665	Jodi Lyn Grubbs	0.538%
66520	665	Estate of Cheryl Gale Harvier - King	0.032%	66520	665	<i>John Marin Pazos (L/E)</i>	0.000%
66520	665	Estate of Cheryl Lois Perez	0.131%	66520	665	Joseph Shaw	1.020%
66520	665	Estate of Christine Theresa Tashquinth	0.032%	66520	665	Joseph Richard Pedro	0.032%
66520	665	Estate of Cynthia Lynn Baptisto	2.381%	66520	665	Josie Allene Enos	0.379%
66520	665	Estate of Darlene Margaret Achin	0.030%	66520	665	Julia Rose Paul	0.274%
66520	665	Estate of David John Harvier	0.032%	66520	665	Kent George Paul	0.411%
66520	665	Estate of Devon Delphine Manuel	0.298%	66520	665	Linda Gail Chiago	0.213%
L/E=Life Estate Interest Only							

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
66520	665	Lori Dorrine Seger	0.004%	66520	665	Theresa Jo Chiago	0.283%
66520	665	Lorinda Kauakahi	0.062%	66520	665	Theresa Pearl Shaw	1.020%
66520	665	Lorraine Carlos	0.136%	66520	665	Tobias Guy Thomas-Harvey	4.762%
66520	665	Louise Ann Shaw	2.381%	66520	665	Toby Jon Standing Bird	0.002%
66520	665	Louise Kay Manuel	1.190%	66520	665	Tony Kim Reynolds	0.002%
66520	665	Marcella Eleanore Thomas	0.680%	66520	665	Travis Martin Pedro	0.032%
66520	665	Mariam Valdespino	0.184%	66520	665	Veronica Edwina Figueroa	0.274%
66520	665	Markus Warren Jim	0.006%	66520	665	Veronica Marie Tashquinth	0.032%
66520	665	Marla Lynn Stoneburner	0.030%	66520	665	Victoria Jane Salmeron	0.004%
66520	665	Marlon Jerome Davis (L/E)	0.000%	66520	665	Wayne Leonard Hugo	0.131%
66520	665	Marsha Ellen Bernard	0.096%	66520	665	Yolanda Lynn Manuel	0.238%
66520	665	Marsha Vanessa Burke	0.298%	66520	665	Yvonne Marie Johns	0.032%
66520	665	Mary A. Lujan	0.638%			TOTAL	100.000%
66520	665	Mary Jane Garcia	0.031%	66620	666-A	Adam Mitchell Manuel	0.093%
66520	665	Melvin Shaw Step	7.143%	66620	666-A	Andrea Shaw Stepp	2.778%
66520	665	Michael Lee Carlos	0.680%	66620	666-A	Angeline Marcelle Reynolds	0.002%
66520	665	Monica Enos	0.002%	66620	666-A	Barbara Ann Reynolds	0.002%
66520	665	Nancy Chiago	0.283%	66620	666-A	Berdina Manuel Burke	0.278%
66520	665	Natasha Renee Navenma Kavoka	0.344%	66620	666-A	Bonnie Woodene Makil	3.125%
66520	665	Nicholas Levi Antone	0.032%	66620	666-A	Brenda Elaine Manuel	0.959%
66520	665	Nicolas Brian Enos	0.379%	66620	666-A	Calberg Colin Manuel	1.389%
66520	665	Patricia Ann Tashquinth	0.032%	66620	666-A	Candace M. Norris	0.007%
66520	665	Patricia Jacqueline Hayes	5.357%	66620	666-A	Carlos Demetri Smith	0.159%
66520	665	Patrick Dwayne Manuel	0.298%	66620	666-A	Carrie Ann Enos	0.007%
66520	665	Patrick Jacob Shaw	1.020%	66620	666-A	Cheryl Ann Enos (L/E)	0.000%
66520	665	Ramona Enos	0.002%	66620	666-A	Cheryl Kay Madril	2.778%
66520	665	Ramona Lee Tashquinth	0.024%	66620	666-A	Christopher Lee Enos	0.149%
66520	665	Ray Michael Pazos	0.031%	66620	666-A	Clara May Carlos	0.794%
66520	665	Reynold Arnold Enos	0.006%	66620	666-A	Coleman Kermit Manuel	0.278%
66520	665	Roberta Seepie	0.379%	66620	666-A	Connie Enos	0.003%
66520	665	Roberta Ann Johnson Santos	0.794%	66620	666-A	Cora Lee Moore	0.036%
66520	665	Ronald Merlin Correa	0.035%	66620	666-A	Danver Chase Seger	0.004%
66520	665	Ronnie Cassadore	0.032%	66620	666-A	Darryl Travis Terry	0.463%
66520	665	Rose Marie Mack	0.379%	66620	666-A	Dawn Leslie Terry	0.463%
66520	665	Roxanne Fay Alvarez	0.024%	66620	666-A	Deitrich James Carlos	0.159%
66520	665	Roxanne Shining Star Moreno	0.538%	66620	666-A	Denby Ray Enos	0.035%
66520	665	Sadie Lee Tsingine	1.020%	66620	666-A	Denise Gail Terry	0.463%
66520	665	Salt River Pima - Maricopa Indian Community	1.240%	66620	666-A	Donna Jean Miller	0.003%
66520	665	Samantha Dorrine Smith	0.004%	66620	666-A	Edwin Lloyd Paul	0.320%
66520	665	Sara Jean Smith	0.136%	66620	666-A	Estate of Alvin Rush Reynolds	0.002%
66520	665	Sheldon Ray Reynolds	0.002%	66620	666-A	Estate of Benton Manuel	0.278%
66520	665	Sullivan Manuel	0.079%	66620	666-A	Estate of Cynthia Lynn Baptisto	2.778%
66520	665	Terry Ann Mostacci	0.184%	66620	666-A	Estate of Darlene Margaret Achin	0.035%
66520	665	Theodore Christman Shaw	1.020%	66620	666-A	Estate of Gerry Allen Butler	0.036%
L/E=Life Estate Interest Only							

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
66620	666-A	Estate of Harlan Enos	0.003%	66620	666-A	Ray Michael Pazos	0.036%
66620	666-A	Estate of Judith Marie Frederick	0.926%	66620	666-A	Reynalda Jennifer Harvey	5.556%
66620	666-A	Estate of Martina Laurice Correa	0.041%	66620	666-A	Reynold Arnold Enos	0.007%
66620	666-A	Estate of Phyllis Ann Enos	0.149%	66620	666-A	Roberta Ann Johnson Santos	0.926%
66620	666-A	Estate of Rowena Enos	0.248%	66620	666-A	Ronald Merlin Correa	0.041%
66620	666-A	Estate of Wayne Schurz	0.124%	66620	666-A	Sadie Lee Tsingine	1.190%
66620	666-A	Esther LaMae Villa	1.190%	66620	666-A	Salt River Pima - Maricopa Indian Community	0.967%
66620	666-A	Ethan Leslie Manuel	0.093%	66620	666-A	Samantha Dorrine Smith	0.004%
66620	666-A	Etheleen Ray	0.035%	66620	666-A	Sara Jean Smith	0.159%
66620	666-A	Filmore Carlos	0.794%	66620	666-A	Sheldon Ray Reynolds	0.002%
66620	666-A	Glenda Annette Frederick	0.035%	66620	666-A	Sullivan Manuel	0.093%
66620	666-A	Gordon Irwin Enos	19.772%	66620	666-A	Theodore Christman Shaw	1.190%
66620	666-A	Hazel Joy Evans	0.794%	66620	666-A	Theresa Pearl Shaw	1.190%
66620	666-A	Irena Frances Shaw	1.190%	66620	666-A	Toby Jon Standing Bird	0.002%
66620	666-A	Janet Garcia	2.778%	66620	666-A	Tony Kim Reynolds	0.002%
66620	666-A	Janice Joan Antone	0.794%	66620	666-A	Veronica Edwina Figueroa	0.320%
66620	666-A	Jared Ian Carlos	0.159%	66620	666-A	Victoria Jane Salmeron	0.004%
66620	666-A	Jeanine Carol Enos	0.035%	66620	666-A	Yolanda Lynn Manuel	0.278%
66620	666-A	Jennie Marie Enos	0.003%			TOTAL	100.000%
66620	666-A	Jennifer Edna Paul	0.479%	66720	667	Monica Joyce Shaw	100.000%
66620	666-A	Jessica Renee Enos	0.007%			TOTAL	100.000%
66620	666-A	Jewel Christine Waters	0.003%	66722	667-A	Brandon James Moffett	1.667%
66620	666-A	Joann Reynolds	0.002%	66722	667-A	Charlotte Ann Fafard	5.000%
66620	666-A	<i>John Marin Pazos (L/E)</i>	0.000%	66722	667-A	Delayna Rae Miller	1.667%
66620	666-A	Joseph Shaw	1.190%	66722	667-A	Estate of Debra Ann Keeto	20.000%
66620	666-A	Julia Rose Paul	0.320%	66722	667-A	Estate of Loren Ross Russell	20.000%
66620	666-A	June Carmen Shaw	2.778%	66722	667-A	Jennifer Karen Moffett	1.667%
66620	666-A	Karen Rose Step	16.667%	66722	667-A	Karen Elaine Knighton	5.000%
66620	666-A	Kent George Paul	0.479%	66722	667-A	Marvin Arthur Russell	20.000%
66620	666-A	Lori Dorrine Seger	0.004%	66722	667-A	Rebecca Lynn Moffett	5.000%
66620	666-A	Lorinda Kauakahi	0.072%	66722	667-A	Vernon George Russell	20.000%
66620	666-A	Lorraine Carlos	0.159%			TOTAL	100.000%
66620	666-A	Louise Kay Manuel	1.389%	66723	667-B	William Newton Shaw	100.000%
66620	666-A	Marcella Eleanore Thomas	0.794%			TOTAL	100.000%
66620	666-A	Markus Warren Jim	0.007%	67120	671	Andrea Shaw Stepp	16.667%
66620	666-A	Marla Lynn Stoneburner	0.035%	67120	671	Barbara Ann Stevens	3.333%
66620	666-A	<i>Marlon Jerome Davis (L/E)</i>	0.000%	67120	671	Burton Walter Baptisto	0.556%
66620	666-A	Mary Jane Garcia	0.036%	67120	671	Cheryl Kay Madril	16.667%
66620	666-A	Melvin Shaw Step	8.333%	67120	671	Delores Elizabeth Baptisto	3.333%
66620	666-A	Michael Lee Carlos	0.794%	67120	671	Ellen Mae Baptisto	0.556%
66620	666-A	Monica Enos	0.003%	67120	671	Estate of Cynthia Lynn Baptisto	3.333%
66620	666-A	Patricia Jacqueline Hayes	6.250%	67120	671	Estate of Judith Marie Frederick	7.407%
66620	666-A	Patrick Jacob Shaw	1.190%	67120	671	Ian Andrews Baptisto	0.556%
66620	666-A	Ramona Enos	0.003%	67120	671	Janet Garcia	16.667%
L/E=Life Estate Interest Only							

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
67120	671	Janice Gale Whitman	3.333%	67220	672-A	Denby Ray Enos	0.033%
67120	671	June Carmen Shaw	8.333%	67220	672-A	Denise Gail Terry	0.430%
67120	671	Lisa Ann Baptisto	0.556%	67220	672-A	Diane Gayle Enos	0.189%
67120	671	Louise Ann Shaw	8.333%	67220	672-A	Donna Jean Miller	0.003%
67120	671	Mervin Dale Johnson	1.852%	67220	672-A	Edwin Lloyd Paul	0.297%
67120	671	Roberta Ann Johnson Santos	7.407%	67220	672-A	Ernestine Alyce-leah Pedro	0.016%
67120	671	Roderick Leslie Baptisto	0.556%	67220	672-A	Estate of Alvin Rush Reynolds	0.002%
67120	671	Sterling Dalyn Garcia	0.556%	67220	672-A	Estate of Benton Manuel	0.258%
		TOTAL	100.000%	67220	672-A	Estate of Cheryl Gale Harvier - King	0.016%
67220	672-A	Adam Mitchell Manuel	0.086%	67220	672-A	Estate of Cheryl Lois Perez	0.066%
67220	672-A	Alicia Shawnee Harvier	0.012%	67220	672-A	Estate of Christine Theresa Tashquinth	0.016%
67220	672-A	Andrea Shaw Stepp	2.579%	67220	672-A	Estate of Cynthia Lynn Baptisto	2.579%
67220	672-A	Angeline Marcelle Reynolds	0.002%	67220	672-A	Estate of Darlene Margaret Achin	0.033%
67220	672-A	Ashley Marie Harvier	0.016%	67220	672-A	Estate of David John Harvier	0.016%
67220	672-A	Avery Anthony Miles	0.012%	67220	672-A	Estate of Elsie Mae Thomas	0.048%
67220	672-A	Barbara Ann Reynolds	0.002%	67220	672-A	Estate of Erwin Simon Navenma	0.189%
67220	672-A	Benedict Paul Tashquinth	0.016%	67220	672-A	Estate of Floretta Mae Hernandez	0.446%
67220	672-A	Bennett Leroy Chiago	0.142%	67220	672-A	Estate of Gerry Allen Butler	0.034%
67220	672-A	Berdina Manuel Burke	0.258%	67220	672-A	Estate of Harlan Enos	0.003%
67220	672-A	Bonnie Woodene Makil	2.902%	67220	672-A	Estate of Judith Marie Frederick	0.860%
67220	672-A	Boyd Willman Chiago	0.142%	67220	672-A	Estate of Linda Sue Silversmith	0.044%
67220	672-A	Brenda Elaine Manuel	0.890%	67220	672-A	Estate of Liza Ann Chiago	0.142%
67220	672-A	Calberg Colin Manuel	1.290%	67220	672-A	Estate of Martina Laurice Correa	0.038%
67220	672-A	Candace M. Norris	0.007%	67220	672-A	Estate of Phyllis Ann Enos	0.138%
67220	672-A	Carlos Demetri Smith	0.147%	67220	672-A	Estate of Rowena Enos	0.230%
67220	672-A	Carol Ann Silversmith	0.044%	67220	672-A	Estate of Wayne Schurz	0.115%
67220	672-A	Carrie Ann Enos	0.007%	67220	672-A	Esther LaMae Villa	1.105%
67220	672-A	Cecelia Cheromiah	0.319%	67220	672-A	Ethan Leslie Manuel	0.086%
67220	672-A	<i>Cheryl Ann Enos (L/E)</i>	0.000%	67220	672-A	Etheleen Ray	0.033%
67220	672-A	Cheryl Kay Madril	2.579%	67220	672-A	Evalee Pedro	0.048%
67220	672-A	Chester Vaughn Mack	0.066%	67220	672-A	Filmore Carlos	0.737%
67220	672-A	Christopher Joseph Stanley	0.016%	67220	672-A	Francine Harvey	5.159%
67220	672-A	Christopher Lee Enos	0.138%	67220	672-A	Frank Dean Moreno	0.269%
67220	672-A	Chrysten Clark-Osif	0.048%	67220	672-A	Gary Silversmith	0.044%
67220	672-A	Clara May Carlos	0.737%	67220	672-A	Glenda Annette Frederick	0.033%
67220	672-A	Coleman Kermit Manuel	0.258%	67220	672-A	Gordon Irwin Enos	18.360%
67220	672-A	Connie Enos	0.003%	67220	672-A	Hazel Joy Evans	0.737%
67220	672-A	Cora Lee Moore	0.034%	67220	672-A	Irena Frances Shaw	1.105%
67220	672-A	Crystal Jean Hernandez	0.044%	67220	672-A	Janet Garcia	2.579%
67220	672-A	Danver Chase Seger	0.004%	67220	672-A	Janet Marie Cadena	0.957%
67220	672-A	Darryl Travis Terry	0.430%	67220	672-A	Janice Joan Antone	0.737%
67220	672-A	Dawn Leslie Terry	0.430%	67220	672-A	Jared Ian Carlos	0.147%
67220	672-A	Deitrich James Carlos	0.147%	67220	672-A	Jeanine Carol Enos	0.033%
67220	672-A	Delphina Joyce Chiago	0.142%	67220	672-A	Jennie Marie Enos	0.003%

L/E=Life Estate Interest Only

SRAL	BIA Tract	Name	Percent Owned of Allotment	SRAL	BIA Tract	Name	Percent Owned of Allotment
67220	672-A	Jennifer Edna Paul	0.445%	67220	672-A	Roberta Ann Johnson Santos	0.860%
67220	672-A	Jennifer Lee Navenma	0.172%	67220	672-A	Ronald Merlin Correa	0.038%
67220	672-A	Jerry Leon Silversmith	0.044%	67220	672-A	Ronnie Cassadore	0.016%
67220	672-A	Jessica Renee Enos	0.007%	67220	672-A	Rose Marie Mack	0.189%
67220	672-A	Jewel Christine Waters	0.003%	67220	672-A	Roxanne Fay Alvarez	0.012%
67220	672-A	Joan Sandra Beck	0.269%	67220	672-A	Roxanne Shining Star Moreno	0.269%
67220	672-A	Joann Reynolds	0.002%	67220	672-A	Sadie Lee Tsingine	1.105%
67220	672-A	Joanne Christine Juancho	0.319%	67220	672-A	Salt River Pima - Maricopa Indian Community	1.103%
67220	672-A	Jodi Lyn Grubbs	0.269%	67220	672-A	Samantha Dorrine Smith	0.004%
67220	672-A	<i>John Marin Pazos (L/E)</i>	0.000%	67220	672-A	Sara Jean Smith	0.147%
67220	672-A	Joseph Shaw	1.105%	67220	672-A	Sheldon Ray Reynolds	0.002%
67220	672-A	Joseph Richard Pedro	0.016%	67220	672-A	Sullivan Manuel	0.086%
67220	672-A	Josie Allene Enos	0.189%	67220	672-A	Terry Ann Mostacci	0.092%
67220	672-A	Julia Rose Paul	0.297%	67220	672-A	Theodore Christman Shaw	1.105%
67220	672-A	June Carmen Shaw	2.579%	67220	672-A	Theresa Jo Chiago	0.142%
67220	672-A	Kent George Paul	0.445%	67220	672-A	Theresa Pearl Shaw	1.105%
67220	672-A	Linda Gail Chiago	0.106%	67220	672-A	Toby Jon Standing Bird	0.002%
67220	672-A	Lori Dorrine Seger	0.004%	67220	672-A	Tony Kim Reynolds	0.002%
67220	672-A	Lorinda Kauakahi	0.067%	67220	672-A	Travis Martin Pedro	0.016%
67220	672-A	Lorraine Carlos	0.147%	67220	672-A	Veronica Edwina Figueroa	0.297%
67220	672-A	Louise Kay Manuel	1.290%	67220	672-A	Veronica Marie Tashquinth	0.016%
67220	672-A	Marcella Eleanore Thomas	0.737%	67220	672-A	Victoria Jane Salmeron	0.004%
67220	672-A	Mariam Valdespino	0.092%	67220	672-A	Wayne Leonard Hugo	0.066%
67220	672-A	Markus Warren Jim	0.007%	67220	672-A	William Newton Shaw	15.476%
67220	672-A	Marla Lynn Stoneburner	0.033%	67220	672-A	Yolanda Lynn Manuel	0.258%
67220	672-A	<i>Marlon Jerome Davis (L/E)</i>	0.000%	67220	672-A	Yvonne Marie Johns	0.016%
67220	672-A	Marsha Ellen Bernard	0.048%			TOTAL	100.000%
67220	672-A	Mary A. Lujan	0.319%	68020	680	Alfred Jackson	1.057%
67220	672-A	Mary Jane Garcia	0.034%	68020	680	Cecilia Ann Vasquez	6.165%
67220	672-A	Melvin Shaw Step	7.738%	68020	680	Charlene Eleanor Jackson	1.667%
67220	672-A	Michael Lee Carlos	0.737%	68020	680	Cornel Jackson	9.494%
67220	672-A	Monica Enos	0.003%	68020	680	Danielle Lee Jackson	1.121%
67220	672-A	Nancy Chiago	0.142%	68020	680	Delberta Phillips	16.667%
67220	672-A	Natasha Renee Navenma Kavoka	0.172%	68020	680	Doobie Jackson	8.333%
67220	672-A	Nicholas Levi Antone	0.016%	68020	680	Estate of Anne Jackson	5.695%
67220	672-A	Nicolas Brian Enos	0.189%	68020	680	Estate of Joseph Joshua Wellington	1.057%
67220	672-A	Patricia Ann Tashquinth	0.016%	68020	680	Estate of Milburn Victor Jackson	6.165%
67220	672-A	Patricia Jacqueline Hayes	5.804%	68020	680	Heavenly Jackson	1.057%
67220	672-A	Patrick Jacob Shaw	1.105%	68020	680	Kandis Dee Balderrama	8.333%
67220	672-A	Ramona Enos	0.003%	68020	680	Keilani Lynn Jackson	1.121%
67220	672-A	Ramona Lee Tashquinth	0.012%	68020	680	Lisa Jackson	9.494%
67220	672-A	Ray Michael Pazos	0.034%	68020	680	Melinda Jackson	6.165%
67220	672-A	Reynold Arnold Enos	0.007%	68020	680	Orrin Alfred Jackson	1.057%
67220	672-A	Roberta Seepie	0.189%	68020	680	Salt River Pima - Maricopa Indian Community	2.787%
L/E=Life Estate Interest Only							

SRAL	BIA Tract	Name	Percent Owned of Allotment
68020	680	Shannon Christy Jackson	0.960%
68020	680	Sonya Marie Jackson	1.057%
68020	680	Toya Leah Wellington	1.057%
68020	680	Victor E. Jackson	9.494%
		TOTAL	100.000%
<u>END OF OWNERSHIP DATA</u>			
L/E=Life Estate Interest Only			

LEASED PREMISES ALLOTTED LANDOWNERS SIGNATURE PAGES

ATTACHED TO AND FORMING A PART OF THIS AMENDED AND RESTATED BUSINESS LEASE B-191-1 (THE "LEASE") IS THE WITNESSED AND NOTARIZED SIGNATURE OF THE FOLLOWING LANDOWNER:

I, the undersigned Landowner, with interest in the allotted land as specified in Exhibit K, approve of, consent to and join in the execution of the Lease as the Lessor and as to the special durable power of attorney set forth in Section 46 of the Lease, sign my name to the Lease on the date noted below and, being first duly sworn, do confirm the special durable power of attorney to Spokespersons appointed in accordance with the Amended and Restated Business Lease B-191-1 and listed on Exhibit "G" of the Lease. Notwithstanding anything to the contrary contained in the Lease, or otherwise required by law, each of the Allotted Landowners comprising Lessor acknowledges and agrees that all future Material Lease Amendments may be approved by the Spokespersons in accordance with Section 46.3.

I, the undersigned Landowner, hereby approve the Rent provisions in Section 5, Section 7, and Section 8, including:
(i) the incremental increases in rent as the Leased Premises are developed and Certificates of Occupancy are issued under Section 5, Section 7, Section 8.2, and Section 8.3 of the Lease, and
(ii) the full prepayment of rent for the entire Resort Property under Section 5.3, Section 8.2(g), and Section 8.3(d) of the Lease.

I, the undersigned Landowner, hereby waive the Rental Bond and Performance Bond requirements in Sections 12 and 13 of the Lease. Lessee acknowledges that Lessor may later reinstate the requirement of the Rental Bond and Performance Bond, and Lessee hereby agrees to promptly comply with the terms and conditions of Sections 12 and 13 of the Lease when and if such reinstatement occurs. The Rental Bond for the Resort Property and in the Hotel Substitute Lease shall not exceed the amount of \$700,000.

I acknowledge and agree that neither Lessee nor SRPMIC has made any representation regarding the income or other tax consequences of receipt of my portion of the Landowner Bonus, and that I have been advised to, and am responsible for, and shall consult with my own tax advisor with respect to the income and other tax consequences of receipt of my portion of the Landowner Bonus.

I, the undersigned Landowner, sign this Lease willingly. I execute this instrument as my free and voluntary act, and I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Date: _____, 201__

Landowner:
SRID #

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me by _____,
the Landowner, this ____ day of _____, 201__.

Notary Public

Document: Amended and Restated Business Lease B-191-1		Date: _____, 2018	# of Pages:
Signers:	Certain Allotted Landowners of Land Within the Salt River Pima-Maricopa Indian Community, SRPMIC, and BIA		

TAB 8

CONTACT INFORMATION

CONTACT INFORMATION

SRPMIC Community Development Department

For questions related to A&R lease terms, scheduling a small group meeting, Spokespersons election, or notarizing a document please contact:

Quannah Dallas, Manager

(480)362-7663

Quannah.Dallas@srpmic-nsn.gov

Karshannon Gene, Economic Development Analyst

(480)362-2702

Karshannon.Gene@srpmic-nsn.gov

For questions related to Hotel design or planning/zoning, please contact:

Rick McAllister, Senior Planner

(480)362-7655

Richard.McAllister@srpmic-nsn.gov

Warnick-DeRito, LLC

Chuck Carlise

(602)553-2923

Chuck.Carlise@derito.com

Bureau of Indian Affairs

Stan Webb, Western Region Realty Officer

(602)379-6781, ext. 1232

Stan.Webb@bia.gov

George Patton, Salt River Superintendent

(480)421-0807

George.Patton@bia.gov

Spokespersons

Andrea Stepp

(480)362-3485

Andie.stepp@gmail.com

Arnold Makil

(480)362-0347

Vernice "Cheri" Sampson

(480)945-4806 or (480)703-5970

vcsam@rocketmail.com

Website

<http://www.srpmic-nsn.gov/LeaseB191/>

Created to maintain and distribute information about the Hotel Project, Landowner meetings, and the A&R Lease process.