

(ii) The Component Developer will finance and construct an Extended Stay Hotel on the Phase Three Property in accordance with the Phase Three Schedule of Performance attached hereto as **Exhibit C**.

1.2 **Partial Assignment.** Pursuant to Article VIII of the Master DDA, the Master Developer hereby transfers and assigns to the Component Developer, and the Component Developer hereby accepts and assumes, all of the rights and obligations of the Master Developer under the Master DDA with respect to the Phase Three Property and the Phase Three Property only, the same as if the Component Developer were named in place of the Master Developer with respect to the Phase Three Property (the "**Partial Assignment of Master Developer's Interest**"); provided, that the Master Developer shall remain responsible for the performance of its obligations under the Master DDA and Component Developer shall only have the rights and obligations of Master Developer under the Master DDA with regard to the Phase Three Property only. The City hereby consents to and approves the foregoing Partial Assignment of Master Developer's Interest.

1.3 **Fifth Amendment of Master DDA.** Concurrently with the Effective Date of this Agreement, the City and the Master Developer hereby further amend the Master DDA as follows:

(a) The July 29, 2010 Yuma Pivot Point Concept Plan attached as Amended Exhibit F-1 to the Third Amendment of the Master DDA, as amended in its entirety by Page 1 of Exhibit B attached to the Phase Two Agreement (as defined in Recital C hereof) is hereby further amended, with the consent of the Phase Two Component Developer attached as **Exhibit H** hereto, by the Project Conceptual Site Plan attached as **Exhibit B-1** hereto, with the Phase Three Conceptual Site Plan being attached as **Exhibit B-2** hereto.

(b) The description of the Project as defined in Section 2.63 of the Master DDA, and amended in Section 1.3(b) of the Fourth Amendment, is hereby amended in its entirety by the description of the Project, Components and Development Sites set forth in **Section 2.55** of this Agreement.

(c) The Schedule of Performance referenced as Exhibit C in Section 1.3(c) of the Fourth Amendment is hereby further amended, with the consent of the Phase Two Component Developer attached as **Exhibit H** hereto, by the Phase Three Schedule of Performance attached as **Exhibit C** hereto.

(d) **Section 4.3 of the Master DDA is hereby partially amended by deleting Section 4.3.3.2 ab initio, and by requiring the Transfer Land for the Phase Three Hotel Component to be conveyed in fee simple title, rather than by a leasehold interest,** with the following amended provisions replacing the requirement for a Transfer Notice and any other inconsistent or contrary provisions in Section 4.3 of the Master DDA:

(i) Transfer Land for Phase Three Hotel Component. Fee simple title to the Transfer Land for the Phase Three Hotel Component, which is the same as the Phase Three Property referenced in **Section 1.1** of this Agreement, will be conveyed by the City to the Component Developer pursuant to a special warranty deed executed by the City in a form substantially as shown on **Exhibit D** attached hereto. The City and Component Developer shall enter into an Escrow with the Escrow