

**SECOND AMENDMENT TO
YUMA RIVERFRONT DEVELOPMENT
FIRST PHASE LAND AND IMPROVEMENTS LEASE**

THIS SECOND AMENDMENT TO YUMA RIVERFRONT FIRST PHASE LAND AND IMPROVEMENTS LEASE ("Second Lease Amendment") is entered into and effective as of this 13th day of JUNE, 2011, by and between the CITY OF YUMA, an Arizona municipal corporation (the "Landlord"); and CLARK-LANKFORD, L.L.C., a Delaware limited liability company (the "Tenant"). Landlord and Tenant are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

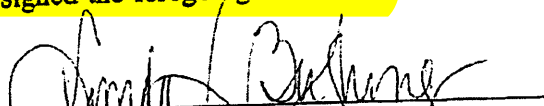
RECITALS

A. This Second Lease Amendment amends the Yuma Riverfront Development First Phase Land and Improvement Lease (the "Lease"), dated as of June 16, 2005, and recorded at Fee No. 2005-27767, Official Records of Yuma County, Arizona, amended by the First Amendment thereto (the "First Lease Amendment"), approved by the City Council on May 19, 2010, and recorded at Fee No. 2010-13304, Official Records of Yuma County, Arizona. The Lease and the First Lease Amendment are referred to herein collectively as the "First Phase Lease".

B. The Parties also have entered into that certain Amended and Restated Yuma Riverfront Master and First Phase Development and Disposition Agreement, approved by the City Council on April 16, 2008, dated as of January 21, 2009 and recorded at Fee No. 2009-03198, Official Records of Yuma County, Arizona (the "Amended and Restated Development Agreement"), as amended by the First Amendment thereto, approved by the City Council on February 18, 2009, dated as of March 17, 2009 and recorded at Fee No. 2009-08128, Official

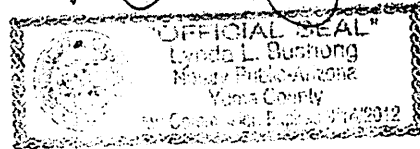
STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2011, by GREGORY K. WILKINSON, the ADMINISTRATOR of the City of Yuma, who acknowledged that he/she signed the foregoing instrument on behalf of the City.



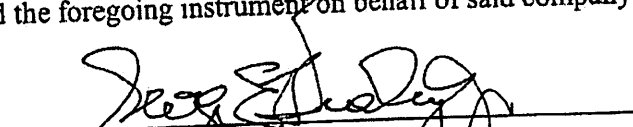
Notary Public

My commission expires:
9.14.2012



STATE OF CALIFORNIA)
) ss.
County of San Diego)

On this 8th day of June, 2011, before me, the undersigned Notary Public, personally appeared, Craig W. Clark, the President of C. W. Clark, Inc., a California corporation, the Manager of Clark-Lankford, L.L.C., a Delaware limited liability company, who acknowledged that he signed the foregoing instrument on behalf of said company.



Notary Public

My commission expires:
02/26/13

