

standards and procedures as are applicable for the year of the audit promulgated by the American Institute of Certified Public Accountants (AICPA).

In computing net profits for any purposes of this Concession Contract, the Concession Contractor shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Concession Contract by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concession Contractor or by any other device including, but not limited to, management fees.

The Concession Contractor shall submit annually, as soon as possible but not later than 120 days after the last day of its fiscal year, a financial statement for the preceding fiscal year or portion of a year, as prescribed by Reclamation in the Financial Report in Exhibit J. The Concession Contractor shall use the format prescribed in Exhibit J.

B. BALANCE SHEET

Within 90 days after the execution of this Concession Contract or its effective date, whichever is later, the Concession Contractor shall submit to Reclamation a balance sheet as shown in Schedule B of Exhibit J as of the beginning date of the term of this Concession Contract. If the Concession Contractor is a going concern before the effective date of this Concession Contract, the balance sheet shall be reviewed or audited by an independent CPA, as determined by the annual gross revenues (see Part A above).

C. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this Concession Contract:

1. Reserve Account Reconciliation

The RAFI reconciliation shall be received by Reclamation within 30 days after the last day of each reporting quarter that the Concession Contractor operates. The Concession Contractor is required to utilize the quarterly RAFI activity report form in Exhibit K without alteration and without modification. The Concession Contractor shall submit annually, not later than 120 days after the end of the Concession Contractor's fiscal year, a statement reflecting total activity in any of the concession area established RAFI accounts for the preceding fiscal year. The Concession Contractor is required to utilize the Reserve Account Annual Reconciliation Schedule provided in Schedule N in Exhibit J, without alteration and without modification.

2. Supplemental Surcharge Reconciliation

The Supplemental Surcharge reconciliation shall be received by Reclamation within 30 days after the last day of each reporting quarter that the Concession Contractor operates. The Concession Contractor is required to utilize the Supplemental Surcharge report (Schedule Q) in Exhibit J without alteration and without modification unless Reclamation agrees to otherwise. The Concession Contractor shall submit annually, not later than 120 days after the end of the Concession Contractor's fiscal year, a statement reflecting total activity in the Supplemental Surcharge account for the preceding fiscal year utilizing reports in Exhibit J. (Schedules R and S)

3. Insurance Certification

The Concession Contractor shall submit insurance certification as specified in Section 7 of this Concession Contract and including, but not limited to, Exhibit I, and as otherwise required by Reclamation under the terms of this Concession Contract.

4. Environmental and Risk Management Reporting

The Concession Contractor shall submit environmental and risk management reports as specified in Section 3 of this Concession Contract and as otherwise required by Reclamation under the terms of this Concession Contract.

5. Miscellaneous Reports and Data

Reclamation, from time to time, may require the Concession Contractor to submit other reports and data regarding its performance under the Concession Contract or otherwise, including, but not limited to, data Reclamation requires to complete its Recreational Use Data Report and the Concession Use Data Report.

SECTION 5 - GENERAL PROVISIONS

ACCESS TO RECORDS

The purpose of this section is to provide a framework for the disclosure of records. It is intended to ensure that the public has access to records that are not exempt from disclosure under the Freedom of Information Act. This section applies to all records maintained by the agency, regardless of the medium in which they are stored. The provisions of this section shall not apply to records that are exempt from disclosure under the Freedom of Information Act, or to records that are otherwise protected by law.

THIS PAGE INTENTIONALLY LEFT BLANK

FOIA EXEMPTIONS

This section sets forth the exemptions from disclosure that are available under the Freedom of Information Act. The exemptions are: (1) information that is exempt from disclosure under the Freedom of Information Act, (2) information that is otherwise protected by law, and (3) information that is exempt from disclosure under the Freedom of Information Act.

FOIA REQUESTS

This section sets forth the procedures for making a request for records under the Freedom of Information Act. A request for records must be made in writing and must describe the records sought with sufficient specificity to enable the agency to locate and identify the records. The request must also include the requester's contact information and a statement of the requester's interest in the records.

FOIA FEES

This section sets forth the fees that may be charged for the processing of a request for records under the Freedom of Information Act. The fees are: (1) a search fee, (2) a review fee, and (3) a copying fee. The fees are subject to certain exceptions, including for records that are exempt from disclosure under the Freedom of Information Act, or for records that are otherwise protected by law.

SECTION 9 – GENERAL PROVISIONS

A. ACCESS TO RECORDS

The United States Government, or any of their duly authorized representatives, shall have access to the records of the Concession Contractor as provided by the terms of Applicable Laws. For the purpose of administering this Concession Contract (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the Concession Contractor agrees to make all of the financial records and supporting documents to the business activities available for analysis by qualified representatives of the Bureau of Reclamation. Financial information so obtained shall be treated as confidential to the extent allowable by law.

B. PUBLIC RELEASE OF INFORMATION

Information submitted to Reclamation by the Concession Contractor pursuant to this Concession Contract is subject to public release by Reclamation to the extent provided by Applicable Laws.

C. NO SUB-CONCESSIONS

Sub-concessions or other third party agreements, including management agreements, for the provision of visitor services required under this Concession Contract are not permitted.

D. NON-ENTITLEMENT FOR FEDERAL PROCUREMENT PROCESS OR SERVICE

The Concession Contractor is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this Concession Contract.

E. PAYMENT OF TAXES

All taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concession Contractor shall be paid promptly by the Concession Contractor.

F. POLITICAL INFLUENCE AND CONFLICT OF INTEREST

No member or employee of the judicial, legislative, or executive branches of the United States Government shall be admitted to any share or part of this Concession Contract or to any benefit that may arise from this Concession Contract, but this restriction shall not be construed to extend to this Concession Contract if made with a corporation or company for its general benefit.

G. DEBARMENT AND SUSPENSION

This Concession Contract is subject to the provisions of 43 CFR; Subtitles A and B, concerning non-procurement debarment and suspension. Reclamation may recommend that the Concession Contractor be debarred or suspended in accordance with the requirements and procedures described in those regulations as they are in effect now or may be revised in the future.

H. AMENDMENTS

This Concession Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Concession Contract. This Concession Contract may be amended only in very unusual circumstances when agreed to in writing by Reclamation and the Concession Contractor.

I. THIRD PARTIES

This Concession Contract does not grant rights or benefits of any nature to any third party.

J. VALIDITY OF PROVISIONS

The invalidity of a specific provision of this Concession Contract shall not affect the validity of the remaining provisions of this Concession Contract.

K. WAIVERS

A waiver of any term of this Concession Contract or the waiver of any breach of any of the terms of this Concession Contract shall not be deemed a waiver or elimination of such terms or of any subsequent breach of the same type or of any other term of the Concession Contract. The subsequent acceptance of any payment of money or other performance required by this Concession Contract shall not be deemed to be a waiver of any preceding breach of any term of the Concession Contract.

L. CORRUPTION AND FRAUD

Claims against Reclamation (to the extent subject to 28 U.S.C. 2514) arising from this Concession Contract shall be forfeited to Reclamation by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

M. THE ANTIDEFICIENCY ACT

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Concession Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

N. REQUIRED REPORTS, DOCUMENTS, AND DATA

The Concession Contractor shall supply to Reclamation all reports, documents, and data required by this Concession Contract in accordance with Reclamation Manual Policy and Directives and Standards.

O. CORRESPONDENCE PROCEDURES

All correspondence and notices required by this Concession Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to Reclamation and the Concession Contractor shall be sent to the following address:

Reclamation:	Central California Area Office
Site name:	Lake Berryessa
Address:	7794 Folsom Dam Road Folsom, CA 95630
Attention:	Area Manager
Concession Contractor:	Pensus Lake Berryessa Properties LLC
Address:	Pensus LBP 2929 N. 44 th Street Suite 228 Phoenix, Arizona 85018
Attention:	David Maule-Finch

P. SEVERABILITY

Each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Contract shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Concession Contract as of the 28th day of April, 2010.

CONCESSION CONTRACTOR

By:

Title: PRESIDENT, CEO

Company Name: PENSUS LAKE BERRYESSA PROPERTIES LLC.

UNITED STATES OF AMERICA

By:

Regional Director
Bureau of Reclamation

EXHIBITS TO THE CONTRACT

Exhibit A	Nondiscrimination and Accessibility
Exhibit B	Area of Operation and Assigned Land
Exhibit C	Construction of Concession Contractor Improvements
Exhibit D	Concession Review Program Standards
Exhibit E	Temporarily Rescinded Lands
Exhibit F	Maintenance Plan
Exhibit G	Operating Plan
Exhibit H	Improvement Project Procedures
Exhibit I	Insurance Requirements
Exhibit J	Annual Financial Report
Exhibit K	Reserve Account for Facilities Improvement
Exhibit L	Reclamation Manual Directives and Standards

Exhibit A

NONDISCRIMINATION AND ACCESSIBILITY

SECTION 1 – REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. EMPLOYMENT

During the performance of this Concession Contract, the Concession Contractor agrees to the following:

1. The Concession Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concession Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concession Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary of the Interior setting forth the provision of this nondiscrimination clause.
2. The Concession Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Concession Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
3. The Concession Contractor will send a notice to each labor union or representative of workers with which the Concession Contractor has a collective bargaining agreement or other contract or understanding. The notice will be provided by the Secretary of Labor, advising the labor union or workers' representative of the Concession Contractor's commitments under Section 202 of Executive order (E.O.) No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Within 120 days of the commencement of a contract, every Government contractor holding a contract that generates gross receipts that exceed \$50,000 and having 50 or more employees shall prepare and maintain an Affirmative Action Program Plan at each establishment that shall set forth the contractor's policies,

practices, and procedures in accordance with the Affirmative Action Program requirement.

5. The Affirmative Action Program Plan is to be filed by the Concession Contractor with the Office of Federal Contract Compliance Programs (OFCCP). The Affirmative Action Program Plan will be deemed to have been accepted by the Government at the time the appropriate OFCCP field, area, regional, or national office has accepted such plan unless, within 45 days thereafter, the director of the OFCCP has disapproved such plan.
6. The Concession Contractor will comply with all provisions of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. The Concession Contractor will furnish all information and reports required by E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concession Contractor's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
8. In the event of the Concession Contractor's noncompliance with the nondiscrimination clauses of this Concession Contract or with any of such rules, regulations, or orders, this Concession Contract may be canceled, terminated, or suspended in whole or in part, and the Concession Contractor may be declared ineligible for further Government concession contracts in accordance with procedures authorized in E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
9. The Concession Contractor will include the provisions of paragraphs (1) through (7) in every purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, so that such provisions will be binding upon each vendor. The Concession Contractor will take such action with respect to any purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Concession Contractor becomes involved in, or is threatened with, litigation with a vendor as a result of such direction by the Secretary of Labor, the Concession Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS

The preceding provisions A(1) through A(8) governing performance of work under this Concession Contract, as set out in Section 202 of E.O. No. 11246 of September 24, 1965, as amended by E.O. No. 11375 of October 13, 1967, shall be applicable to this Concession Contract and shall be included in all contracts executed by the Concession Contractor for the performance of concession, repair, and similar work contemplated by this Concession Contract.

C. FACILITIES

1. Definitions as used herein:

- Concession Contractor shall mean the Concession Contractor and its employees, agents, and contractors and the successors in interest of the Concession Contractor.
- Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

2. The Concession Contractor is prohibited from:

- Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition.
- Discriminating by segregation or other means against any person.

SECTION 2 – ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, prohibits discrimination on the basis of disability in federally assisted and conducted programs, services, or activities. No qualified person with a disability (one who meets all program eligibility requirements with or without reasonable program modification) shall, because a Concession Contractor's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program, service, or activity receiving Federal financial assistance or conducted by any executive agency or by the U.S. Postal Service.

A. DISCRIMINATION PROHIBITED

The Concession Contractor, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service.
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others.
3. Provide a qualified person with a disability with an aid, benefit, or service that is not as effective as that provided to others.
4. Provide different or separate aids, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide qualified persons with disabilities with aid, benefits, or services that are as effective as those provided to others.
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program.
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards.
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. EXISTING FACILITIES

The Concession Contractor shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities. This paragraph may not require the Concession Contractor to make each of

its existing facilities or every part of a facility accessible to and usable by persons with disabilities. Unless it can be demonstrated that providing the necessary structural access will result in an undue burden or a fundamental alteration in the nature of the program, alternative methods of access such as redirecting persons to another accessible facility must be effective and provide an equal opportunity to not otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service. Three major criteria for analyzing this effectiveness and equal opportunity, on a case by case basis, are: the distance one must travel to the accessible facility, unique features of the inaccessible facility as opposed to the accessible facility, and coverage of the inaccessible facility by the Architectural Barriers Act facility design standards.

Exhibit B

AREA OF OPERATION AND ASSIGNED LAND

A. LEGAL DESCRIPTION OF AREA OF OPERATION

The Federal estate is authorized for use by the Concession Contractor for the purposes of this concessions contract. The following legal descriptions of the concession areas assigned to **Pensus Lake Berryessa Properties LLC** identifies the only areas within Lake Berryessa where it is authorized to conduct business. **Pensus Lake Berryessa Properties LLC** is not permitted to conduct any aspects of its business, except the provision of authorized tours, transportation, or other activities specifically authorized in writing by Reclamation, in any area not within the boundaries of the following described lands.

1. Mahogany Bay (Markley Cove)

TRACT ONE: A tract of land in Section 31, Township 8 North, Range 2 West, M.D.B.&M., in the County of Napa, State of California; said tract of land being portions of lands described in the Grant Deed from Harry H. Palmer and Minnie F. Palmer to the United States of America recorded August 26, 1953 in Book 421 at page 322 of the Official Records of said county and in the Grant Deed from Dora Belle Bryant to the United States of America recorded July 20, 1954 in Book 448 at page 78 of the Official Records of said county, and described as follows:

Beginning at a point in the northwesterly right-of-way boundary of the relocated State Sign Route No. 128, Legislative Route No. 6, around Lake Berryessa, as said right-of-way is described in indenture between the United States of America and the State of California dated January 6, 1960 and recorded January 25, 1960 in Volume 606 at page 287 of the Official Records of said county; said point of beginning being the northerly terminus of the course recited as North 30° 21' East 303.7 feet in said indenture; said point of beginning also being the southeasterly terminus of that certain course recited as North 29° 09' West 1214.0 feet in said grant deed from Dora Belle Bryant; thence along the boundary line described in said grant deed North 29° 09' West 1214.0 feet; thence leaving said boundary line North 40° 01' East 454.1 feet; thence North 35° 01' West 829.2 feet; thence North 06° 59' East 323.9 feet; thence North 52° 56' East 789.4 feet; thence North 08° 08' East 116.0 feet; thence North 74° 47' East 537.2 feet; thence North 00° 45' West 1,911.3 feet to the north quarter corner of said Section 31; thence South 56° 41' East 1975.0 feet, more or less, to a point in the northwesterly right-of-way boundary of said relocated State Sign Route No. 128; said point being the southerly terminus of that certain course recited as North 27° 04' East 399.5 feet in said indenture; thence along said northwesterly right-of-way boundary the following Twelve (12) courses: (1) thence South 51° 51' West 715.9 feet; (2) thence South 18° 52' East 452.3 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1425 feet, a radial line through said beginning of curve bears South 62° 55' 30" East; (3) thence southwesterly 161.9 feet along said curve through a central angle of 6° 30' 30"; (4) thence South 33° 35' West 465.1 feet; (5) thence South 77° 37' West 208.6 feet; (6) thence South 43° 31' West 609.1 feet; (7) thence South 23° 21' West 703.5 feet; (8) thence South 56° 25' East 100.0 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 1600 feet, a radial line through said beginning of curve bears North 56° 25' West; (9) thence southwesterly 397.9 feet along said curve through a central angle of 14° 15'; (10) thence South 19° 20' West 212.6 feet; (11) thence South 46° 49' West 225.7 feet; and (12) thence South 05° 51' West 674.5 feet to the point of beginning.

2. **Lupine Shores (Steele Park)**

Beginning at a point in the center of former State Highway No 37, now a county road; said point North 07 degrees 21 minutes East 883.9 feet from the south quarter corner of Section 33, Township Eight (8), North, Range Three (3) West of the Mount Diablo Meridian; running thence from said point of beginning South 07 degrees 21 minutes West to the southwesterly boundary of said State Highway No. 37; thence northerly along said last mentioned boundary to the center of the channel of Steele Creek; thence down the center of the channel of Steele Creek to the first crossing elevation 350 near the junction of Capell Creek; thence northerly and easterly along the 350 foot contour 12,300 feet, more or less, to the center of a large draw entering Monticello Reservoir from the East and South; thence easterly along the center of said draw to a point on the boundary of a parcel of land acquired by the United States of America for Monticello Reservoir; thence along the boundary of said United States of America parcel as follows: North 64 degrees 22 minutes West 1363.8 feet, South 30 degrees 49 feet West 388.2 feet to the South quarter corner of Section 21, Township Eight (8) North, Range Three (3) West, Mount Diablo Meridian; thence South 01 degrees 19 minutes East 2789.1 feet, South 30 degrees 11 minutes East 726.8 feet, South 07 degrees 14 minutes West 3452.5 feet, South 37 degrees 32 minutes East 704.2 feet, South 07 degrees 21 minutes East 1116.6 feet South 36 degrees 26 minutes east 1639.6 feet, South 26 degrees 46 minutes East 1259.3 feet and south 66 degrees 30 minutes West 465.7 feet to the centerline of former State Highway No. 37; thence northwesterly along said centerline to the point of beginning.

3. **Foothill Pines (Spanish Flat)**

Beginning at a point on the westerly boundary of the land acquired by the United States of America for Monticello Reservoir, now known as Lake Berryessa, said point is North 59° 38' East 1434.8 feet from the northwest corner of Section Twenty (20), township Eight (8) North, range Three (3) West, Mount Diablo Meridian; running thence from said point of beginning North 22° 46' West along said westerly boundary 200.0 feet; thence leaving said boundary North 67° ___' East 600.00 feet; thence North 88° 30' West 730. Feet to the first crossing of elevation 350; thence southerly along the 350 feet contour to a point that is South 56° 00' East 1400.0 feet and South 78° 25' East 400.0 feet, more or less, from the intersection of the northerly boundary of Section Twenty nine (29), township Eight (8) North, Range Three (3) West of the mount Diablo Meridian with the westerly boundary of said land of the United States of America; thence North 56° 00' West 1400.0 feet; thence North 78° 15' West 400.0 feet more or less to the aforesaid intersection of the northerly boundary of Section 29 with the westerly boundary of said land of the United States of America; said intersection is North 89° 55' East 2959.5 feet from the northwest corner of said Section 29; thence along the aforesaid westerly boundary of land of the United States of America as follows: North 12° 39' West 1649.7 feet, North 27° 43' West 3103.5 feet, North ___ 56' East 527.1 feet; South 56° 37' East 1090.3 feet; North 61° 44' East of 75.6 feet and North 28° 15' West 1742.7 feet to the point of beginning.

4. **Blue Oaks (Lake Berryessa Marina)**

Beginning at a point on the westerly boundary of the parcel of land acquired by the United States of America for the Monticello Reservoir, now known as Lake Berryessa; said point is North 72 degrees 39 feet East 3753.0 feet from post L.P. 10 of the Rancho Las Putas as shown on the Plat of said Rancho, filed September 24, 1867 in the Office of the County Recorder, Napa County; running thence from said point of beginning North 61 degrees 32 feet East 1850 feet, more or less to the first crossing of elevation 350; thence southeasterly along the 350 foot contour to the center of Smittle Creek; thence southwesterly along the center of Smittle Creek to an angle point in the aforesaid westerly boundary of the land of the United States of America; said point is North 62 degrees 54 feet West 1616.7 feet from post L.P. 8 of the Rancho Las Putas; thence North 04 degrees 56 feet East 2383.8 feet along said westerly boundary to a point; said point is South 28 degrees 28 feet East 711.2

feet from the point of beginning; thence North 28 degrees 28 feet West 711.2 feet along said westerly boundary to the point of beginning.

5. Manzanita Canyon (Rancho Monticello)

Beginning at a point on the westerly boundary of the parcel of land acquired by the United States of America for the Monticello Reservoir, now known as Lake Berryessa; said point is North 05° 58' East 1981.0 feet from post L.P. 13 of the Rancho Las Putas as shown on the Plat of said Rancho, filed September 24, 1867 in the Office of the County Recorder, Napa County; running thence from said point of beginning North 25° 47' West 50.0 feet, more or less along said westerly boundary to the center of a draw; thence northeasterly along the center of said draw to the first crossing of elevation 350; thence southeasterly along the 350 foot contour to a point that is North 61° 32' East 1550 feet, more or less from a point on the aforesaid westerly boundary of the land of the United States of America; said last mentioned point is North 66° 33' East 3696.9 feet from post L.P. 10 of the Rancho Las Putas; thence South 61° 32' West 1550 feet, more or less to said westerly boundary; thence along said boundary as follows: North 28° 28' West 1050.0 feet, North 57° 52' West 3046.4 feet, and North 22° 00' West 3283.8 feet to a point; said point is South 84° 01' East 1533.4 feet from the Point of Beginning; thence North 84° 01' West along said westerly boundary 1533.4 feet to the point of beginning.

6. Chaparral Cove (Putah Creek)

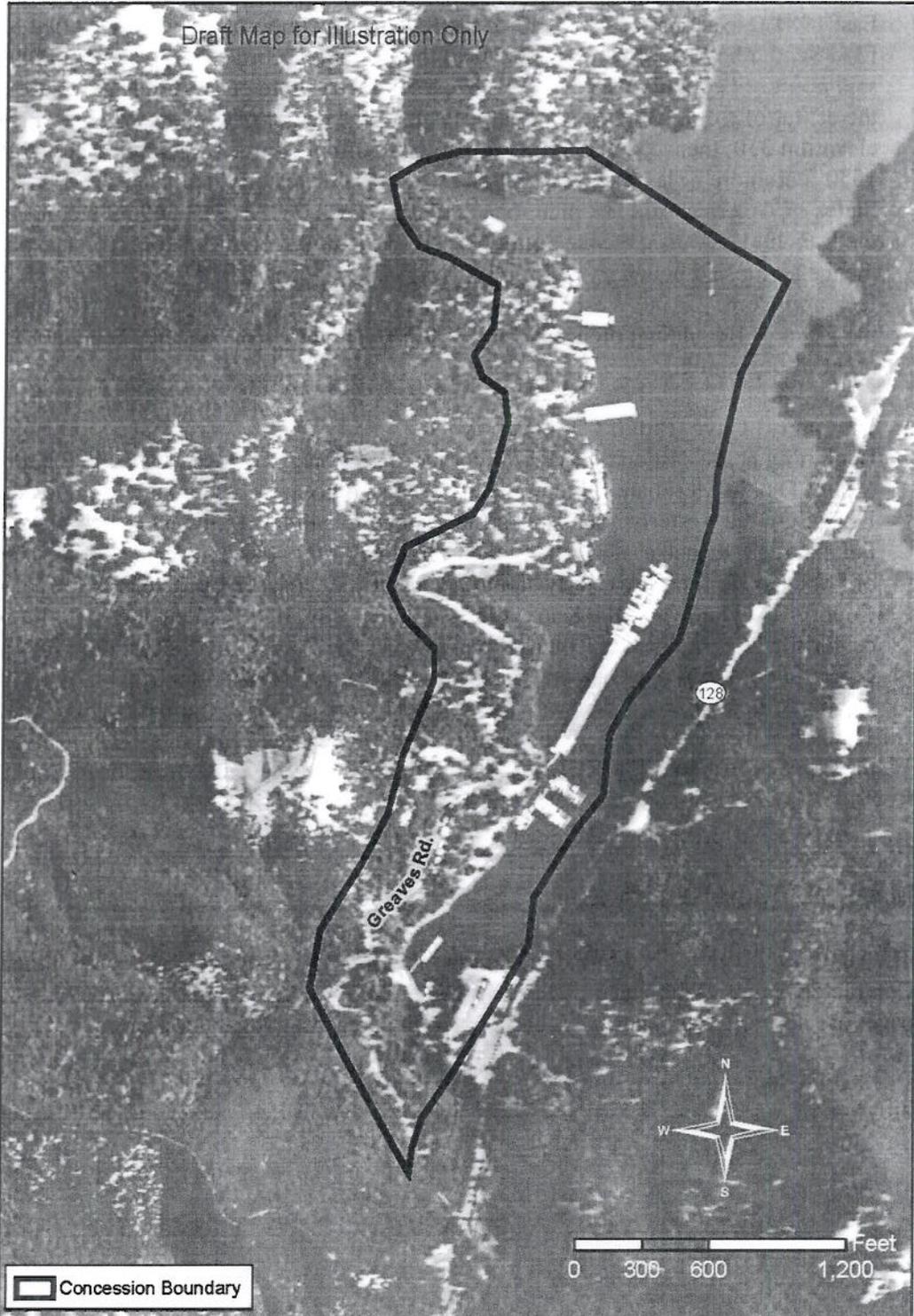
Beginning at the east quarter (E 1/4) corner of section 16, thence Township 9 North, Range 4 West, Mount Diablo Meridian; running thence from said point of beginning North 00 degrees 21 minutes East along the westerly boundary of the Rancho Las Putah 1650 feet more or less to the centerline of Putah Creek; thence easterly along the centerline of Putah Creek to its confluence with the centerline of Pope Creek; thence westerly along the centerline of said Pope Creek to the center line of the County Road known as the Knoxville Road; thence Northerly along the centerline of said road to the centerline of the relocated County Road town as the Pope Canyon Road; thence westerly along the centerline of said Pope Canyon Road to the Bureau of Reclamation right-of-way line; thence northerly along said right-of-way line 250 feet more or less to the Easterly boundary of said section 16; thence along said Easterly boundary North 00 degrees 21 minutes East 1700 feet more or less to the point of beginning. EXCLUDING THEREFROM the above mentioned County Road.

B. MAPS OF ASSIGNED LAND

The lands legally described in the preceding section A and assigned for the use of the Concession Contractor is further indicated on the following map(s). The boundaries displayed on the following pages are approximate boundaries based upon the preceding legal description.

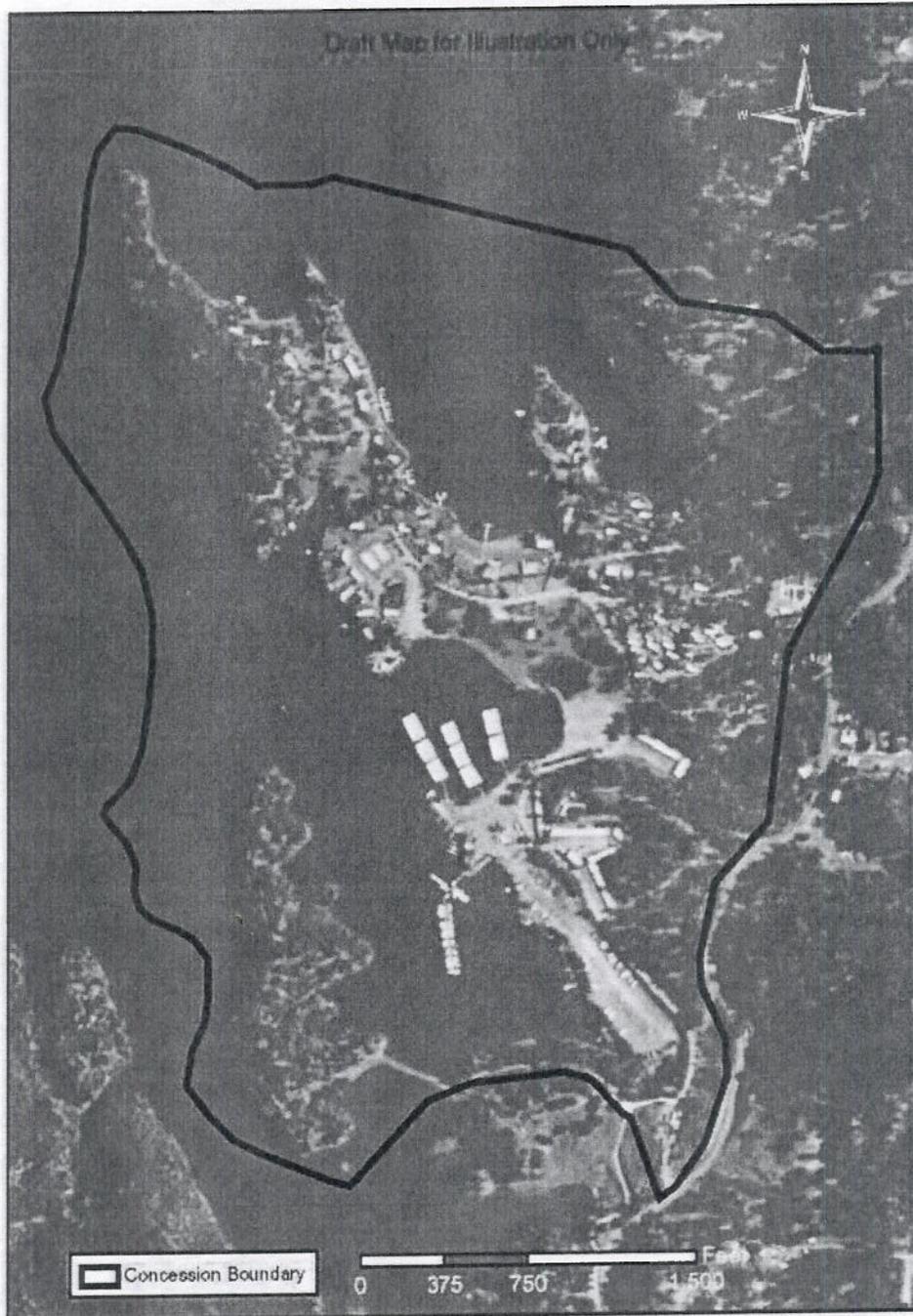
**MAHOGANY BAY (MARKLEY COVE)
CONCESSIONS LAND BOUNDARY MAP**

Markley Cove Resort Boundary



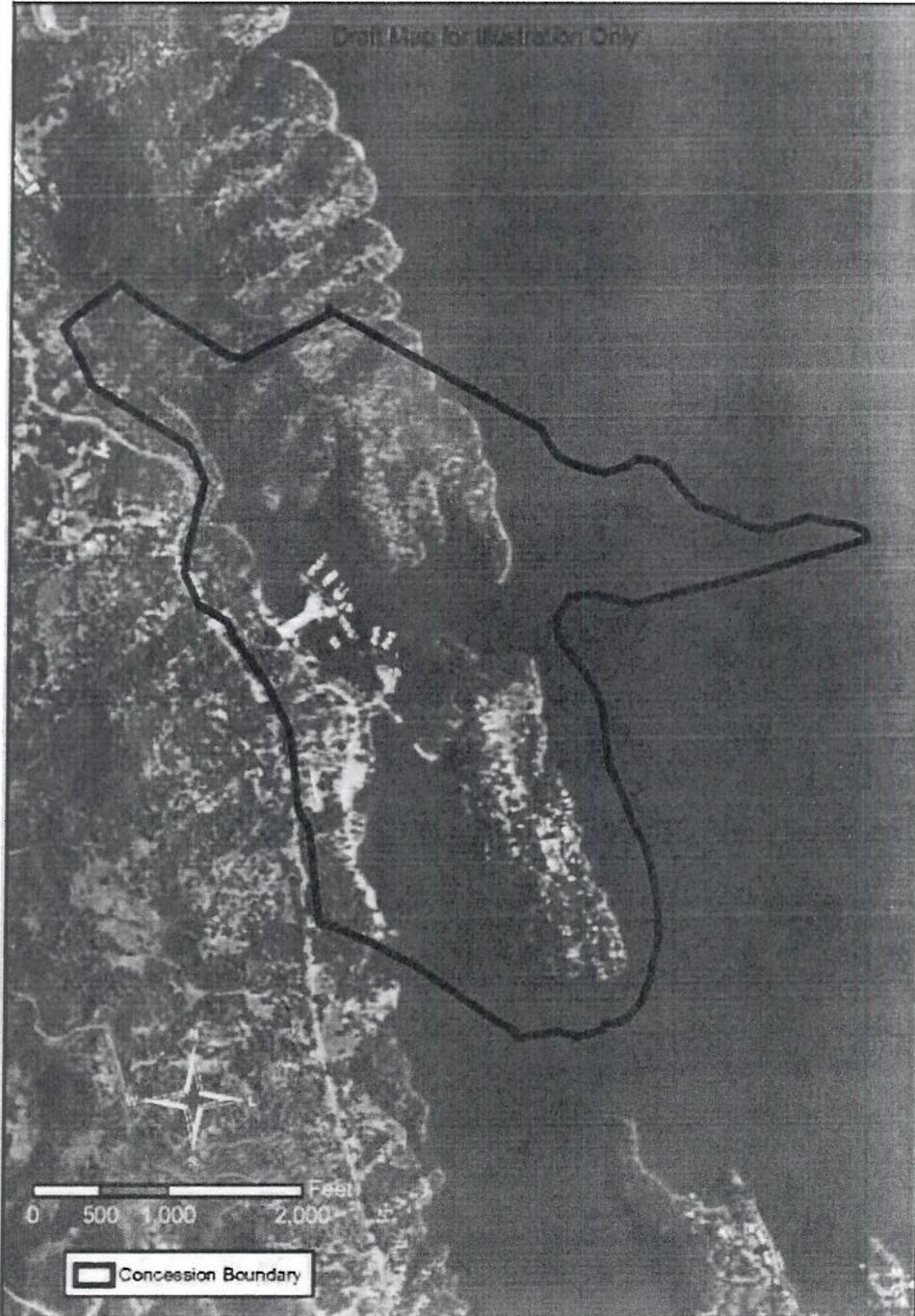
**LUPINE SHORES (STEELE PARK)
CONCESSIONS LAND BOUNDARY MAP**

Steele Park Resort Boundary



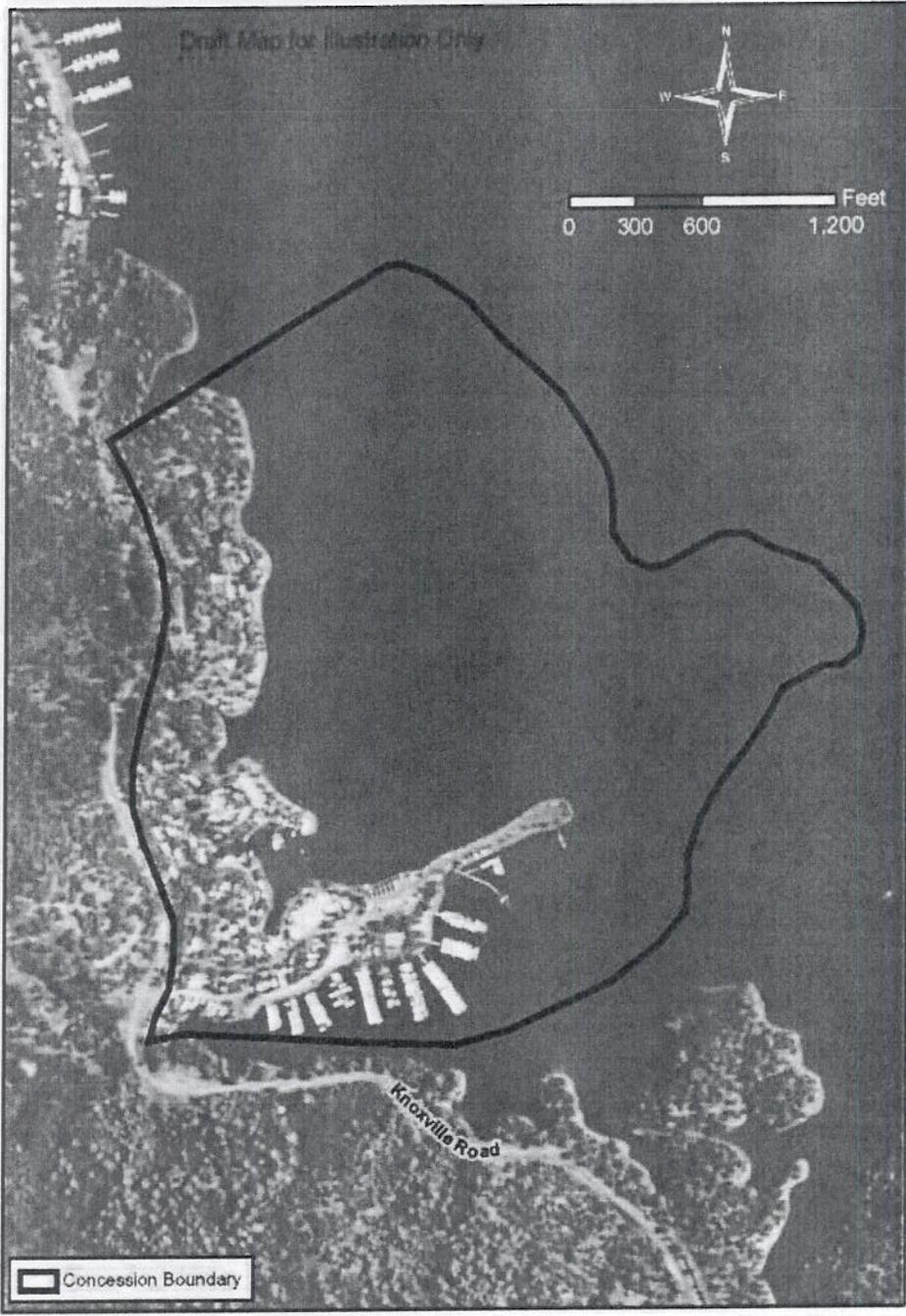
**FOOTHILL PINES (SPANISH FLAT)
CONCESSIONS LAND BOUNDARY MAP**

Spanish Flat Resort Boundary



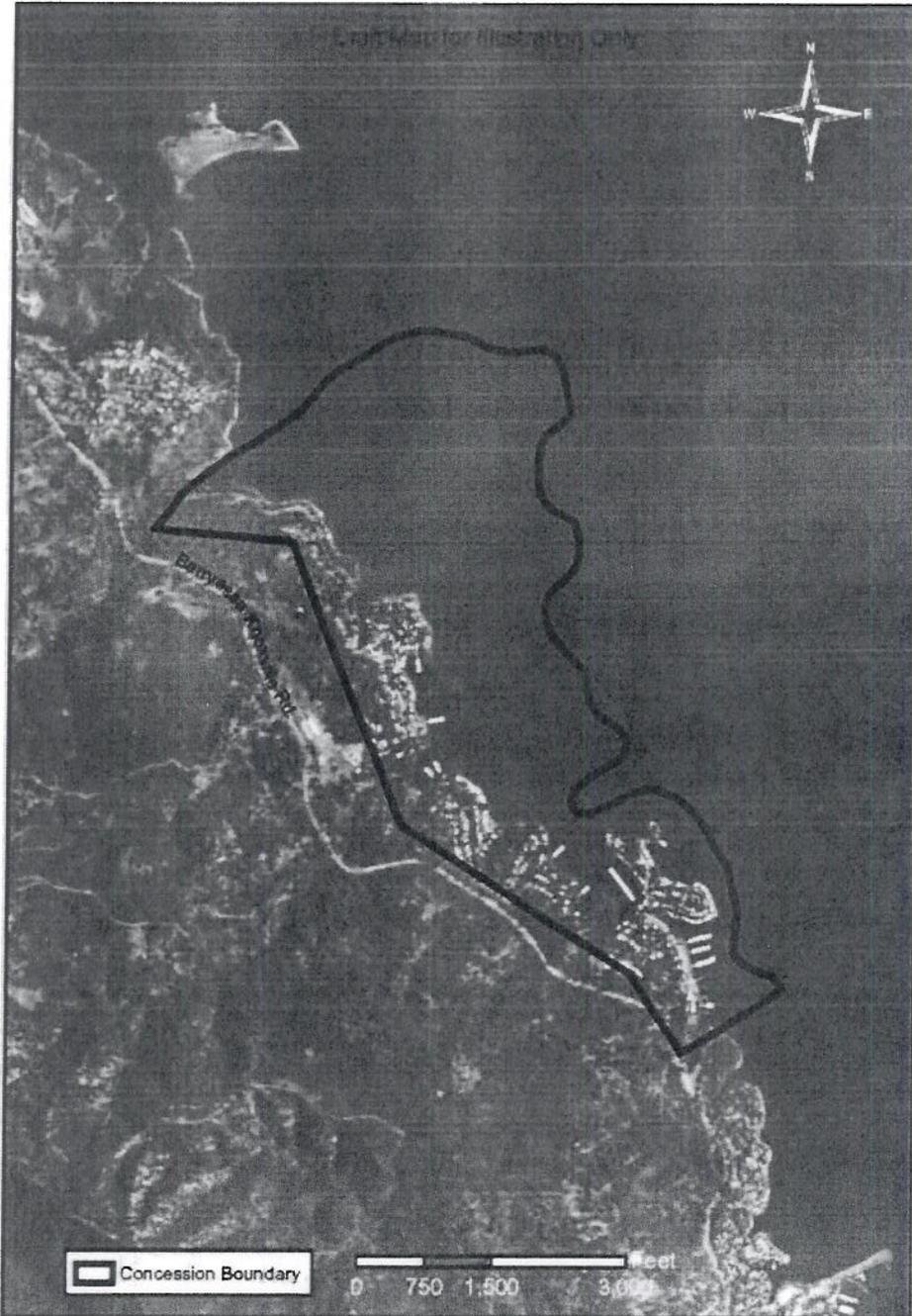
**BLUE OAKS (LAKE BERRYESSA MARINA)
CONCESSIONS LAND BOUNDARY MAP**

Berryessa Marina Resort Boundary



MANZANITA CANYON (RANCHO MONTICELLO) CONCESSIONS LAND BOUNDARY MAP

Rancho Monticello Resort Boundary



CHAPPARRAL COVE (PUTAH CREEK) CONCESSIONS LAND BOUNDARY MAP

Putah Creek Resort Boundary

