

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT is made this 5th day of July, 1972, by and between KAISER AETNA, a California general partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, Westward Properties, Inc., a California corporation, Kaiser Hawaii Kai Development Co., a Nevada corporation, and Aetna Life Insurance Company, a Connecticut corporation ("Kaiser Aetna") and RANCHO CALIFORNIA HORSEMEN, a Private Club ("Horsemen").

R E C I T A L S:

A. Both Kaiser Aetna and the Horsemen are desirous of entering into a written commitment for the construction and maintenance of an Equestrian Trail Network ("Network") within Kaiser Aetna's project commonly referred to as Rancho California.

B. Kaiser Aetna has agreed to build and maintain a Network at Rancho California and both parties hereto desire to enter into a non-exclusive license agreement ("Agreement") to outline the terms and conditions under which Kaiser Aetna will allow the Horsemen to use the Network.

A G R E E M E N T S:

1. On or before August 30, 1972, Kaiser Aetna will layout and sign a largely unimproved Network which will conform as closely as possible to trail standards established in the "Trails Manual" by Charles Vogel, as approximately shown on Exhibit "A" attached hereto. It is additionally agreed that Kaiser Aetna will diligently pursue their obligation to complete a satisfactory trail system for Los Ranchitos Tracts 3552 and 3646, with suitable connection to the "red" network shown on Exhibit "A" and an access trail to the Plaza and Horse Arena area. This work to be completed within one year of the date of the Agreement.

2. Kaiser Aetna shall grant to the Horseman a non-exclusive right to use this Network and any other trails constructed by Kaiser Aetna at Rancho California which are open to the public until January 1, 2072. Kaiser Aetna shall have the right to realign trails within the Network at its reasonable discretion. In the event Kaiser Aetna

realigns trails, Kaiser Aetna agrees that the realigned trails shall be at least of the same length, shall be at least of the same quality as the trails which were replaced, shall service the same areas, and shall not include any greater roadside portion than the trails which were replaced. The new trail must be completed before the old trail is destroyed.

3. Kaiser Aetna shall maintain the Network in a passable condition, however, it is expressly understood that the Network will be almost entirely left in a naturally unimproved condition. Kaiser Aetna shall maintain the system in a reasonably unobstructed condition so that a horseman may use it without unreasonable interruption. The area set aside for equestrian purposes shall have a width of 12 feet and a grade not to exceed 10 percent wherever practicable. Construction and maintenance specifications shall conform wherever possible with those contained in the "Trails Manual" by Charles Vogel.

4. Kaiser Aetna retains the right to offer any and all of this Network for dedication to any governmental agency or any other public body. Said dedication or other conveyances to public bodies shall relieve Kaiser Aetna of any and all of its obligations under this Agreement.

5. It is expressly understood that riders will use this Network of trails at their own risk and that Kaiser Aetna and any and all of its employees will be held harmless from any liabilities arising from injury or accident to any horse or rider.

6. Notices. Any notices required or permitted to be sent hereunder or by law shall be effective upon personal delivery or upon being sent by registered or certified mail, postage fully prepaid, and addressed to the respective parties as follows:

KAISER AETNA:

KAISER AETNA  
4320 Campus Drive  
Post Office Box 1535  
Newport Beach, California 92662

HORSEMEN:

RANCHO CALIFORNIA HORSEMEN  
31531 Pio Rico  
Temecula, California 92390

7. Limited Recourse. In consideration of the benefits accruing hereunder, Horsemen and all successors and assigns, covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Kaiser Aetna:

a. the sole and exclusive remedy shall be against the partnership Kaiser Aetna and its partnership assets;

b. no partner of Kaiser Aetna shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the Kaiser Aetna partnership);



c. no service of process shall be made against any partner of Kaiser Aetna (except as may be necessary to secure jurisdiction of the Kaiser Aetna partnership);

d. no partner of Kaiser Aetna shall be required to answer or otherwise plead to any service of process;

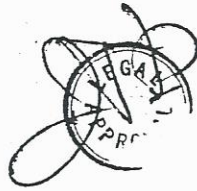
e. no judgment will be taken against any partner of Kaiser Aetna;

f. any judgment taken against any partner of Kaiser Aetna may be vacated and set aside at any time nunc pro tunc;

g. no writ of execution will ever be levied against the assets of any partner of Kaiser Aetna;

h. these covenants and agreements are enforceable both by Kaiser Aetna and also by any partner of Kaiser Aetna.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.



KAISER AETNA, a California  
general partnership

By

John A. Davis  
Its Authorized Agent

RANCH CALIFORNIA HORSEMEN,  
a Private Club

By

Francis H. Taylor President

By

Mary Lou Hall, Sec. Treasurer