

APPRAISAL OF REAL PROPERTY

Mountain Springs Oasis

Land Property
Mountain Springs Road at I-40
San Bernardino County, California

PREPARED FOR:

Ray McLaughlin
Mountain Springs Oasis Travel Center LLC
28636 Old Town Front Street
Temecula, CA 92590

EFFECTIVE DATE OF THE APPRAISAL:

April 28, 2007

REPORT FORMAT:

Restricted Use

INTEGRA REALTY RESOURCES - SAN DIEGO

File Number: JG07-210





Local Expertise...Nationally

April 30, 2007

Ray McLaughlin
Mountain Springs Oasis Travel Center LLC
28636 Old Town Front Street
Temecula, CA 92590

SUBJECT: Market Value Appraisal
Mountain Springs Oasis
Mountain Springs Road at I-40
San Bernardino County, California
Integra San Diego File No. JG07-210

Dear Mr. McLaughlin:

Integra Realty Resources – San Diego is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is Mountain Springs Oasis Travel Center LLC, and the intended use is for asset valuation purposes.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the appraisal guidelines of Mountain Springs Oasis Travel Center LLC.

To report the assignments results, we use the restricted report option of Standards Rule 2-2 of USPAP. Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject is a parcel of vacant land containing an approximate area of 151.00 acres, or 6,577,560 square feet. The property is zoned PD-2.5, Planned Development, which permits commercial, industrial and residential uses.

IRR.

Ray McLaughlin
Mountain Springs Oasis Travel Center LLC
April 30, 2007
Page 2

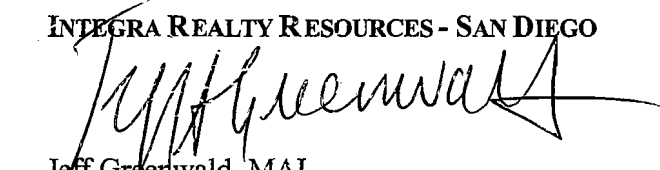
Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	April 28, 2007	\$3,575,000

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SAN DIEGO



Jeff Greenwald, MAI
Certified General Real Estate Appraiser
CA Certificate #AG025255

TABLE OF CONTENTS

	PAGE NO.
SUMMARY OF SALIENT FACTS AND CONCLUSIONS	1
GENERAL INFORMATION	2
Identification of Subject.....	2
Current Ownership and Sales History.....	2
Purpose, Property Rights and Effective Date	2
Definition of Market Value.....	2
Definition of Property Rights Appraised	3
Client, Intended User and Intended Use	3
Applicable Requirements	3
Scope of Work	3
ECONOMIC ANALYSIS	6
San Bernardino Area Analysis	6
Surrounding Area Analysis	15
Land Description and Analysis	17
VALUATION ANALYSIS	20
Valuation Methodology	20
Sales Comparison Approach.....	21
Sales Analysis	46
Reconciliation and Conclusion of Value	50
CERTIFICATION.....	51
ASSUMPTIONS AND LIMITING CONDITIONS.....	54
ADDENDA	
Appraiser Qualifications	Addendum A
Property Information	Addendum B

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PART ONE		
Property Name	Mountain Springs Oasis	
Address	Mountain Springs Road at I-40 Unincorporated San Bernardino County,	
Property Type	Land	
Owner of Record	COR-MC, Inc.	
Tax ID	656-251-01 (portion)	
Land Area	151.00 acres; 6,577,560 SF	
Zoning Designation	PD-2.5, Planned Development	
Highest and Best Use	Retail use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	April 28, 2007	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	10	
Range of Sale Dates	Jan 00 to Jan 00	
Range of Prices per Acre (Unadjusted)	\$7,505 to \$53,555	
Indicated Value	\$3,570,000	(\$23,642/Acre)
Market Value Conclusion	\$3,575,000	(\$23,675/Acre)

GENERAL INFORMATION

IDENTIFICATION OF SUBJECT

The subject is a parcel of vacant land containing an area of 151.00 acres, or 6,577,560 square feet. The property is zoned PD-2.5, Planned Development, which permits commercial, industrial and residential. This is a portion of a larger parcel that will need to be legally subdivided by the Seller in order to deliver a remainder parcel of 151 Acres that is the subject of this report. It is a specific assumption and limiting condition that the Seller accomplishes this parcel split and/or lot line adjustment. A legal description of the property is in the addenda.

PROPERTY IDENTIFICATION	
Property Name	Mountain Springs Oasis Unincorporated San Bernardino County, California
Tax ID	656-251-01 (portion)

CURRENT OWNERSHIP AND SALES HISTORY

The owner of record is COR-MC, Inc.. This party acquired the property from Gronlund, Gonzalez and Oasis on February 1, 2007 for a price of \$981,500. The transaction is not a market transaction, but rather an agreement of purchase and sale based upon a settlement agreement between the parties dated February 1, 2007 (see Addendum). The proposed buyer has spent approximately \$145,000 to gain preliminary approval for a proposed development on the site. Costs include approximately \$70,000 in legal fees, \$15,000-\$20,000 in contractor fees, approximately \$15,000 in fees paid to San Bernardino County and various deposits. A preliminary finding has been reached by the County of Riverside that the proposed Travel Center is an allowable use in the subject zone (See Addendum). Our market value conclusion differs significantly from the sale price due to the fact that the transaction listed above is not a market transaction, but rather the settlement of a pending lawsuit between the parties.

To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale, other than as detailed above.

PURPOSE, PROPERTY RIGHTS AND EFFECTIVE DATE

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, April 28, 2007.

DEFINITION OF MARKET VALUE

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and

knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” (Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

DEFINITION OF PROPERTY RIGHTS APPRAISED

Fee simple estate is defined as an: “Absolute ownership interest unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” (Source: *The Dictionary of Real Estate Appraisal, Fourth Edition, 2002.*)

CLIENT, INTENDED USER AND INTENDED USE

The client and intended user is Mountain Springs Oasis Travel Center LLC. The intended use is for asset valuation purposes. The appraisal is not intended for any other use or user. Specifically, this report shall not be relied upon by any lender or buyer as this is a restricted report that has been drafted only to meet the needs of the client listed herein.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

SCOPE OF WORK

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

VALUATION METHODOLOGY

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison

approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

OTHER RESEARCH AND ANALYSIS

Additional steps taken to gather, confirm, and analyze relevant data, are detailed in individual sections of the report. This is a restricted use report that has been prepared for internal use by the property owner. It has not been prepared for any lender or buyer of all or any portion of the subject property.

PROPERTY INSPECTION

Jeff Greenwald, MAI conducted an on-site inspection of the property in December 2004. I have not re-inspected the subject property for the current valuation, however, this decision was made on the express condition that the statements made by Ray McLaughlin that there have been no changes at the subject property since the date of my original inspection. Should this not be the case, then my value conclusions could change.

AVAILABILITY OF INFORMATION

Although a preliminary title report was requested from the client and may be pertinent to the assignment, it was not made available to Integra Realty Resources – San Diego. Our inability to obtain this information and consider it in our analysis may affect our value opinion.

SIGNIFICANT APPRAISAL ASSISTANCE

It is acknowledged that Patsy Rousseau made a significant professional contribution to this appraisal, consisting of participating in the property inspection, conducting research on the subject, competitive markets and comparable data, performing appraisal analyses, and assisting in the report writing, all under appropriate supervision.

REPORT FORMAT

The report has been prepared under the summary report option of Standards Rule 2-2(c) of USPAP. As such, it contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

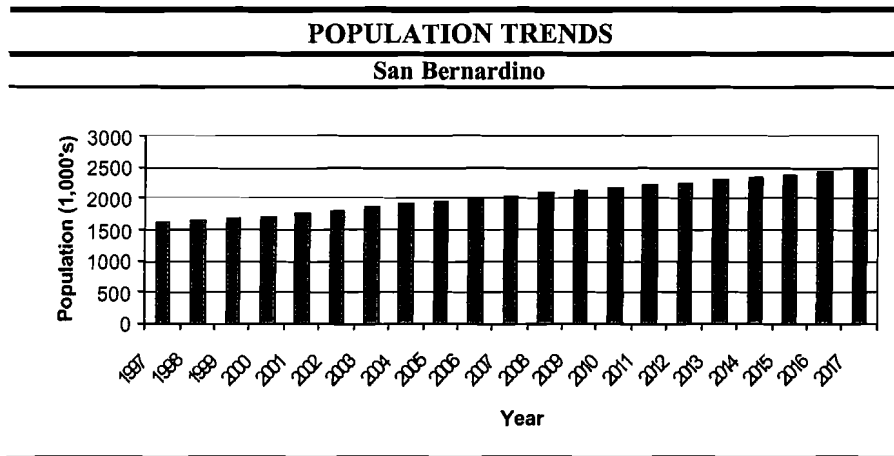
ECONOMIC ANALYSIS

SAN BERNARDINO AREA ANALYSIS

An analysis of population, employment, and income trends for San Bernardino and California is performed using data provided by NPA Data Services, a recognized source.

POPULATION

Historical and projected population trends for San Bernardino are charted below:



The population of San Bernardino increased at a compounded annual rate of 2.51% from 2002 to 2007. For the same time period, California grew at a compounded annual rate of approximately 1.01%. Over the last ten years San Bernardino's average annual compound change was 2.38%, compared to 1.25% for California.

Looking ahead, both San Bernardino and California are anticipated to experience continued growth, with future population estimates reflecting growth rates greater than those experienced in the past. For the period 2007 to 2017, the populations of San Bernardino and California are expected to increase by an average annual compound rate of 1.90% and 1.20%, respectively. For the next five years, the population of San Bernardino should grow faster than the ten year average.

POPULATION TRENDS COMPARISON					
California			San Bernardino		
	Year	Population (000's)	% Change	Population (000's)	% Change
Historical	1997	32,486.0		1,618.4	
	2002	34,988.1	7.7%	1,809.1	11.8%
	2003	35,456.6	1.3%	1,863.2	3.0%
	2004	35,842.0	1.1%	1,916.4	2.9%
	2005	36,132.1	0.8%	1,963.5	2.5%
	2006	36,358.1	0.6%	2,005.8	2.2%
Current	2007	36,797.5	1.2%	2,047.7	2.1%
	2008	37,241.6	1.2%	2,089.7	2.0%
	2009	37,694.1	1.2%	2,132.1	2.0%
Projected	2010	38,151.8	1.2%	2,175.4	2.0%
	2011	38,613.9	1.2%	2,218.4	2.0%
	2012	39,080.6	1.2%	2,261.2	1.9%
	2017	41,460.2	6.1%	2,471.3	9.3%
Average Annual Compound Change		Historical			
		Past 5 years	1.01%		2.51%
		Past 10 years	1.25%		2.38%
		Projected			
		Next 5 years	1.21%		2.00%
		Next 10 years	1.20%		1.90%

Source: NPA Data Services, Inc.; compiled by IRR

EMPLOYMENT

Employment trends for both San Bernardino and California should follow a pattern similar to the population trends for these areas, although at higher rates of increase. From 2002 to 2007, San Bernardino's employment grew at an average annual compound rate of 3.48% compared to 1.86% for California. These figures indicate that San Bernardino surpassed California in employment growth over the last five years. Looking back ten years, San Bernardino's employment grew at an average annual compound rate of 3.62%, compared to California's growth rate of 1.90%.

Over the next five and ten years San Bernardino employment growth should exceed California growth rate. From 2007 to 2012, San Bernardino should grow by a 2.80% average annual growth rate, while the long term projection, 2007 to 2017, is for a 2.41% increase. For the same periods, employment in California is expected to grow at average annual compound rates of 2.18% and 1.88%, respectively. Employment gains are a strong indicator of economic health and generally correlate with real estate demand. Historically, San Bernardino has exceeded California's growth rate, suggesting that San Bernardino's relative position is [strengthening//declining//stable].

Employment trends for San Bernardino and California are presented below.

NON-FARM EMPLOYMENT TRENDS COMPARISON					
California			San Bernardino		
	Year	Employment (000's)	% Change	Employment (000's)	% Change
Historical	1997	17,564.2		623.7	
	2002	19,335.9	10.1%	750.2	20.3%
	2003	19,457.2	0.6%	770.1	2.7%
	2004	19,766.9	1.6%	808.5	5.0%
	2005	20,204.7	2.2%	834.4	3.2%
Current	2006	20,726.5	2.6%	864.2	3.6%
	2007	21,206.1	2.3%	890.0	3.0%
	2008	21,659.3	2.1%	914.8	2.8%
Projected	2009	22,145.9	2.2%	941.2	2.9%
	2010	22,646.4	2.3%	968.4	2.9%
	2011	23,143.1	2.2%	995.4	2.8%
	2012	23,626.0	2.1%	1,021.7	2.6%
	2017	25,550.5	8.1%	1,129.4	10.5%
Average Annual Compound Change		Historical			
		Past 5 years	1.86%		3.47%
		Past 10 years	1.90%		3.62%
		Projected			
		Next 5 years	2.18%		2.80%
		Next 10 years	1.88%		2.41%

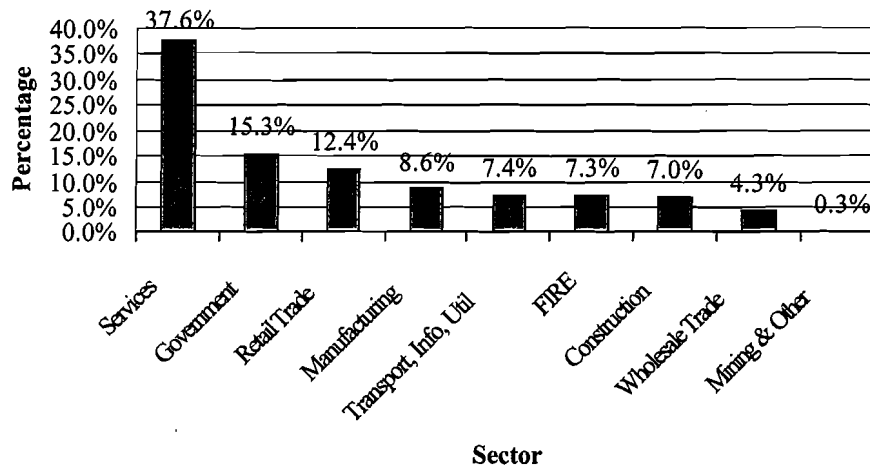
Source: NPA Data Services, Inc.; compiled by IRR

The following chart depicts the current distribution of employment by industry. In 2007, the largest employment sectors in San Bernardino are:

- Services (37.6%)
- Government (15.3%)
- Retail Trade (12.4%)
- Manufacturing (8.6%)

EMPLOYMENT SECTORS 2007

San Bernardino



By comparison, California's largest employment sectors are Services (41.7%), Government (13.4%), Retail Trade (10.4%), and FIRE (9.5%).

Over the past five years, the largest meaningful percentage gains in employment within San Bernardino occurred within the Wholesale Trade and Transport, Info, Util sectors with annual average compound growth rates of 5.18% and 5.00%, respectively.

For California, the largest meaningful gains in employment over the past five years occurred within the Construction and FIRE sectors with annual average compound growth rates of 3.29% and 3.04%, respectively.

Ten year projections for San Bernardino show Wholesale Trade related employment leading all other sectors with Transport, Info, Util second. The forecast for California has Mining & Other related employment leading all other sectors with Wholesale Trade second.

EMPLOYMENT SECTOR TRENDS								
San Bernardino								
	2002	2007	% of Total	2012	2017	Change Rate		
						'02-'07	'07-'12	'07-'17
Total Employment	750.2	890.0	100%	1,021.7	1,129.4	3.47%	2.80%	2.41%
Services	276.2	334.3	37.6%	384.8	427.4	3.89%	2.85%	2.49%
Government	126.0	136.3	15.3%	153.2	167.6	1.59%	2.37%	2.08%
Retail Trade	93.2	110.2	12.4%	126.8	140.3	3.40%	2.85%	2.45%
Manufacturing	69.9	76.3	8.6%	85.3	90.3	1.77%	2.24%	1.70%
Transport, Info, Util	51.4	65.7	7.4%	76.4	85.4	5.00%	3.07%	2.66%
FIRE	52.1	64.8	7.3%	74.8	83.1	4.45%	2.89%	2.52%
Construction	49.2	62.1	7.0%	71.0	77.7	4.79%	2.72%	2.26%
Wholesale Trade	29.4	37.9	4.3%	46.8	55.0	5.18%	4.34%	3.80%
Mining & Other	2.8	2.5	0.3%	2.7	2.8	-2.33%	1.41%	1.11%
Ttl Non-Mfg.	680.3	813.6	91.4%	936.4	1,039.1	3.64%	2.85%	2.48%
Ttl Office-Related*	454.3	535.4	60.2%	612.8	678.0	3.34%	2.74%	2.39%

*Includes FIRE, Services and Government

(Numbers in thousands (000's))

EMPLOYMENT SECTOR TRENDS								
California								
	2002	2007	% of Total	2012	2017	Change Rate		
						'02-'07	'07-'12	'07-'17
Total Employment	19,335.9	21,206.1	100%	23,626.0	25,550.5	1.86%	2.18%	1.88%
Construction	1,057.2	1,242.9	5.9%	1,376.0	1,472.4	3.29%	2.05%	1.71%
FIRE	1,730.5	2,009.7	9.5%	2,246.7	2,439.2	3.04%	2.25%	1.96%
Government	2,681.5	2,835.6	13.4%	3,135.9	3,384.9	1.12%	2.03%	1.79%
Manufacturing	1,733.4	1,694.7	8.0%	1,802.6	1,844.5	-0.45%	1.24%	0.85%
Mining & Other	268.1	298.9	1.4%	347.2	389.3	2.20%	3.04%	2.68%
Retail Trade	2,009.8	2,209.2	10.4%	2,437.4	2,611.8	1.91%	1.99%	1.69%
Services	7,939.5	8,850.6	41.7%	9,961.5	10,884.7	2.20%	2.39%	2.09%
Transport, Info, Util	1,184.8	1,260.9	5.9%	1,404.0	1,514.4	1.25%	2.17%	1.85%
Wholesale Trade	731.1	803.6	3.8%	914.9	1,009.3	1.91%	2.63%	2.31%
Ttl Non-Mfg.	17,602.5	19,511.4	92.0%	21,823.4	23,706.0	2.08%	2.26%	1.97%
Ttl Office-Related*	12,351.5	13,695.9	64.6%	15,344.0	16,708.8	2.09%	2.30%	2.01%

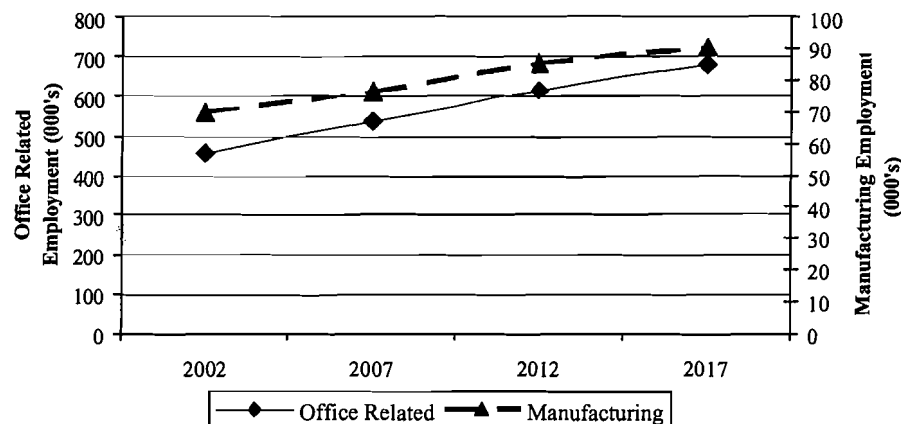
*Includes FIRE, Services and Government

(Numbers in thousands (000's))

In the following chart, we focus on trends in two broad employment sectors: office-related and manufacturing employment. For purposes of this analysis, we define office-related employment as the total number of jobs in the FIRE, Services and Government sectors. While not all employment in these sectors is office-related, office employment trends tend to mirror the trends in these three categories combined. In San Bernardino office-related employment is growing while manufacturing employment is declining. This indicates a shift toward a more service-based economy, which is consistent with the national trend.

EMPLOYMENT SECTOR TRENDS

San Bernardino



San Bernardino accounted for approximately 3.55% of California's employment in 1997. In 2007, the ratio is 4.20% and it is projected at 4.42% through 2017. This is an indication that San Bernardino is growing at a rate above that of California.

San Bernardino's economy is not dependent on a particular sector. The employment base is varied, as are the major employers. Therefore, San Bernardino should be less susceptible to cyclical fluctuations that have occurred in other areas dominated by a single industry.

INCOME

Personal income is a significant factor in determining the real estate demand in a given market. From 2002 to 2007, San Bernardino's income grew at an average annual compound rate of 1.66%, compared to California's average annual compound growth rate of 1.90%. The two market areas displayed a similar pattern in per capita income growth over the last ten years. San Bernardino's average annual compound growth rate was 1.95% as compared to 2.32% for California. Projections for the next five and ten year periods reflect growth rates for San Bernardino that are [parallel to/greater than/less than] the anticipated gains for California. For the two time frames, 2007 to 2012 and 2007 to 2017, San Bernardino is anticipated to experience 1.94% and 1.59% average annual growth rates, respectively, compared to the projected growth rates for California of 2.33% and 1.95%.

An examination of income per household reveals that, historically, San Bernardino has experienced a growth rate above that of California. Future projections predict faster growth for San Bernardino compared to California. In absolute dollars, San Bernardino's personal income historically has been above that of California, both on per capita and per household bases.

INCOME PER CAPITA COMPARISON

		California		San Bernardino	
			%		%
	Year	Income/Capita ¹	Change	Income/Capita ¹	Change
Historical	1997	\$27,810		\$20,198	
	2002	\$31,834	14.5%	\$22,576	11.8%
	2003	\$32,018	0.6%	\$22,748	0.8%
	2004	\$32,564	1.7%	\$23,211	2.0%
	2005	\$33,162	1.8%	\$23,518	1.3%
	2006	\$34,020	2.6%	\$23,930	1.7%
Current	2007	\$34,974	2.8%	\$24,507	2.4%
Projected	2008	\$35,821	2.4%	\$25,001	2.0%
	2009	\$36,755	2.6%	\$25,553	2.2%
	2010	\$37,605	2.3%	\$26,048	1.9%
	2011	\$38,490	2.4%	\$26,560	2.0%
	2012	\$39,243	2.0%	\$26,981	1.6%
	2017	\$42,438	8.1%	\$28,704	6.4%
Average Annual Compound Change		Historical			
		Past 5 years	1.90%		1.66%
		Past 10 years	2.32%		1.95%
		Projected			
		Next 5 years	2.33%		1.94%
		Next 10 years	1.95%		1.59%

¹ Income figures are stated in year 2000 constant dollars.

Source: NPA Data Services, Inc.; compiled by IRR

INCOME PER HOUSEHOLD COMPARISON					
California			San Bernardino		
	Year	Income/Household ¹	% Change	Income/Household ¹	% Change
Current	1997	\$81,017		\$64,208	
	2002	\$93,139	15.0%	\$72,454	12.8%
	2003	\$93,500	0.4%	\$72,843	0.5%
	2004	\$94,948	1.5%	\$74,184	1.8%
	2005	\$96,529	1.7%	\$75,024	1.1%
	2006	\$98,860	2.4%	\$76,192	1.6%
	2007	\$101,443	2.6%	\$77,881	2.2%
	2008	\$103,702	2.2%	\$79,299	1.8%
	2009	\$106,205	2.4%	\$80,896	2.0%
	2010	\$108,455	2.1%	\$82,303	1.7%
Projected	2011	\$110,796	2.2%	\$83,762	1.8%
	2012	\$112,748	1.8%	\$84,926	1.4%
	2017	\$120,753	7.1%	\$89,480	5.4%
Average Annual Compound Growth		Historical			
		Past 5 years		1.72%	
		Past 10 years		2.27%	
		Projected			
		Next 5 years		2.14%	
		Next 10 years		1.76%	

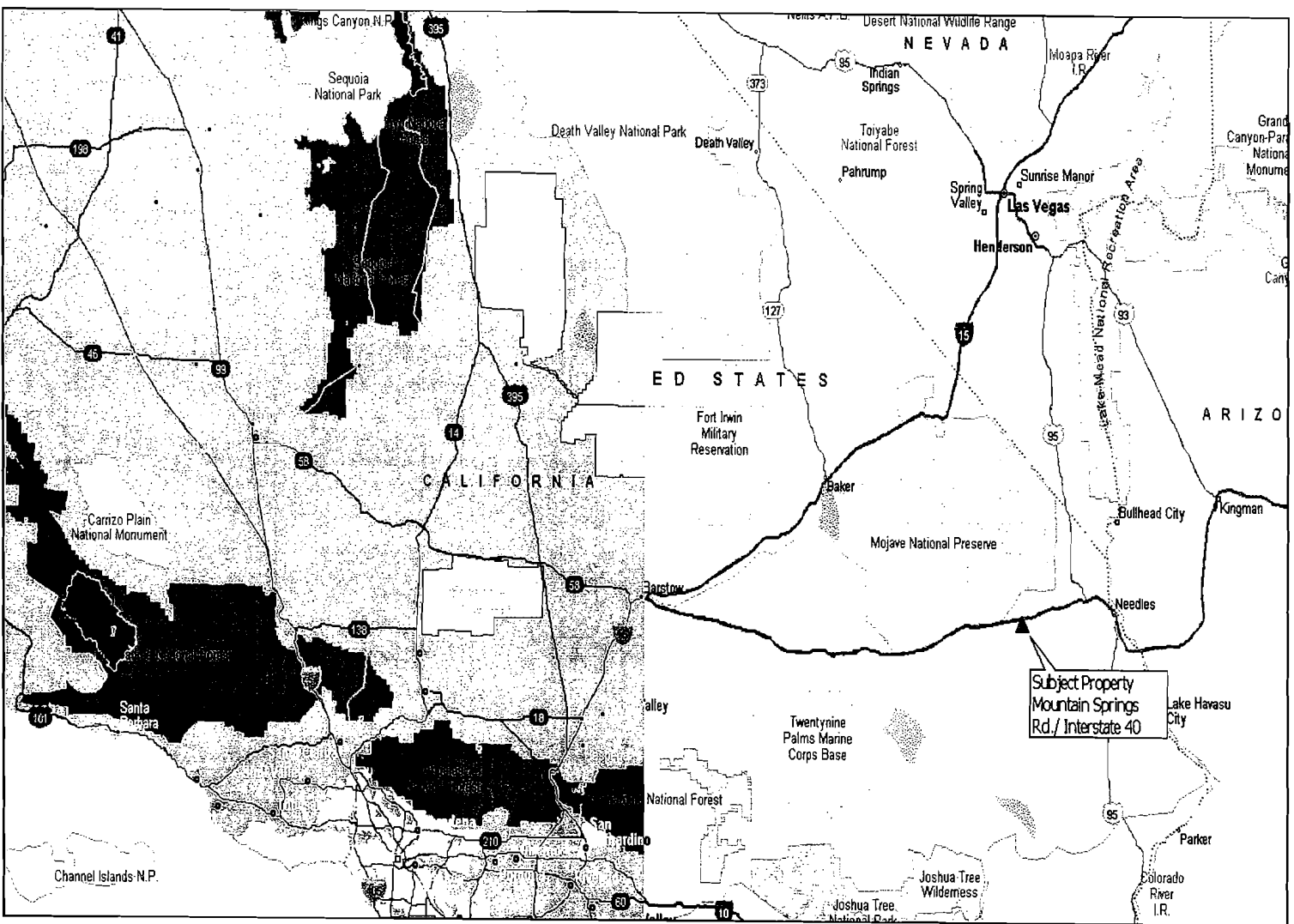
¹ Income figures are stated in year 2000 constant dollars.

Source: NPA Data Services, Inc.; compiled by IRR

CONCLUSION

Overall, the economic outlook for San Bernardino is positive. Total population is projected to increase slightly. More importantly, the area is projected to experience increasing employment growth. Based on this analysis, it is anticipated that San Bernardino will continue to grow and prosper. The expected growth should provide an economic base that supports demand for real estate in the subject neighborhood and for the subject property. These conditions should stimulate increases in general property values within the foreseeable future.

AREA MAP



SURROUNDING AREA ANALYSIS

LOCATION

The subject is located along the south side of Interstate 40 at the Mountain Springs Road off ramp in the unincorporated area of San Bernardino County, CA. The property is located approximately 30-35 miles west of Needles, CA.

ACCESS AND LINKAGES

Primary highway access to the area is via Interstate 40. This is a primary auto and truck route running between Kingman, AZ and Barstow, CA. The off ramp at Mountain Springs Road is a full diamond interchange. This is an intersection with the former historical Route 66 Highway. Highway 95 is located approximately 25 miles east of the subject and this is a major access route from Highway 40 to Las Vegas, NV. Overall, the primary mode of transportation in the area is the automobile/truck.

DEMOGRAPHIC FACTORS

This area is very rural in nature and there is no meaningful housing in the immediate vicinity.

LAND USE

The area is rural in character and generally undeveloped. All parcels surrounding the subject are currently undeveloped, raw land.

ZONING

The subject property is zoned PD-2.5. This zone provides for a wide range of commercial, industrial and residential uses. A truck stop and travel center is an allowable use in the zone. The land use department of Riverside County issued a letter on November 7, 2003 stating that they were generally in favor of the Pre-Application petition for use of the site as a travel center. A conditional use permit is required, however, at least as of 2003, it appeared likely that such a permit would be approved as long as certain environmental issues were analyzed and addressed to the satisfaction of the county staff.

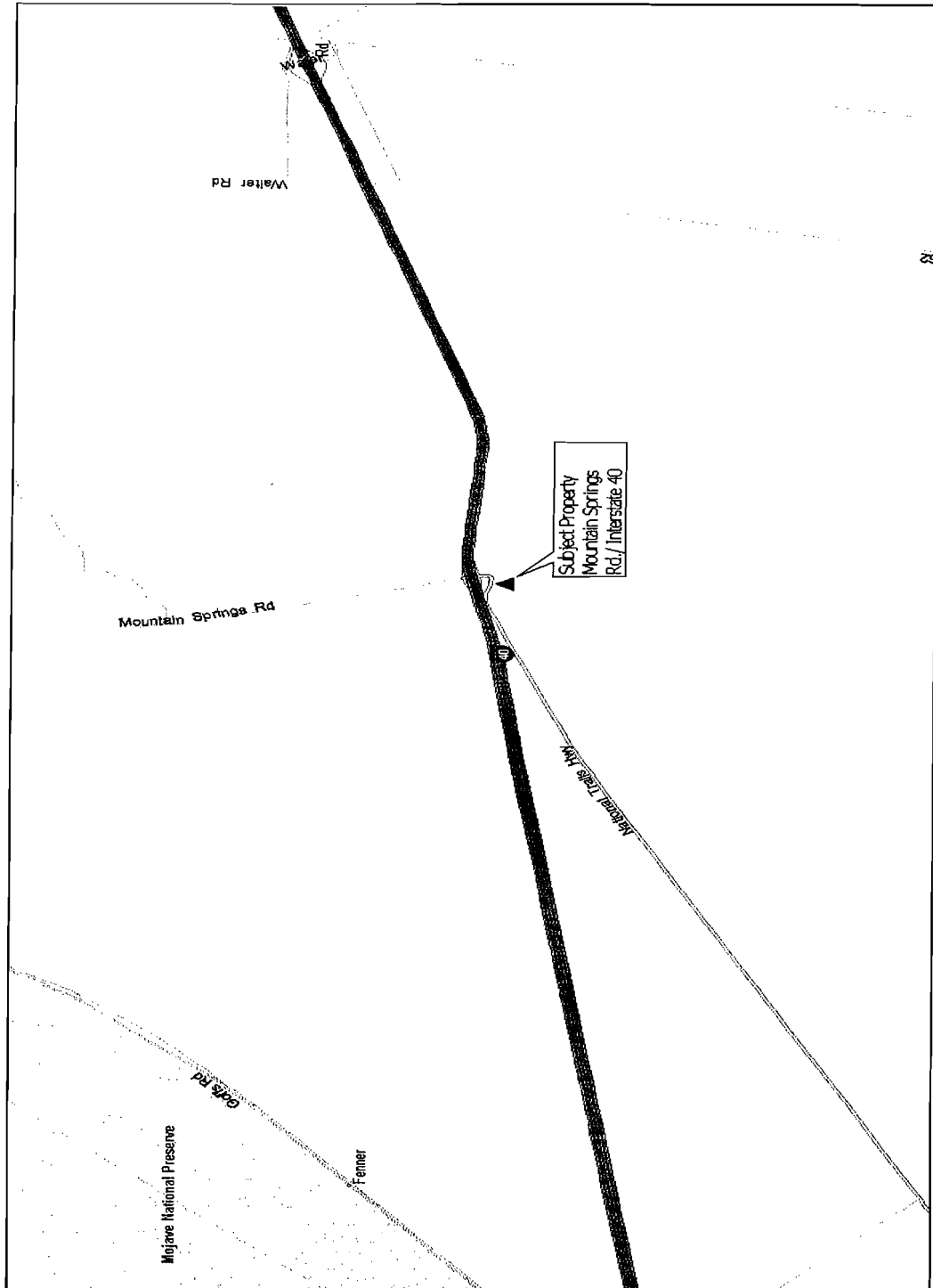
TOPOGRAPHY

The subject has a rolling terrain above the street grade of both Mountain Springs Road and Interstate 40. The property is located at the top of a 2,700 foot elevated peak with existing truck and auto deceleration lanes in place.

ENDANGERED SPECIES

There may be some endangered species on the subject site. A full environmental assessment will be required prior to development of the site.

SURROUNDING AREA MAP



LAND DESCRIPTION AND ANALYSIS

LAND DESCRIPTION	
Land Area - Acres	151.00
Land Area - Square Feet	6,577,560
Source of Land Area	Purchase Agreement
Primary Street Frontage	Mountain Springs Road - 3,100 feet
Shape	Irregular
Corner	Yes
Topography	rolling
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
ZONING; OTHER REGULATIONS	
Zoning Jurisdiction	County of San Bernardino
Zoning Designation	PD-2.5
Description	Planned Development
Legally Conforming?	Yes
Zoning Change Likely?	No
Permitted Uses	Commercial, industrial and residential
Other Land Use Regulations	0
UTILITIES	
Service	Provider
Water	On site well
Sewer	Unknown
Electricity	In place; provider unknown
Natural Gas	In place; provider unknown
Local Phone	Ponderosa

EASEMENTS, ENCROACHMENTS AND RESTRICTIONS:

We were not provided a current title report to review. We are not aware of any easements, encumbrances, or restrictions that would adversely affect value. Our valuation assumes no adverse easements, encroachments or restrictions and that the subject has a clear and marketable title.

CONCLUSION OF LAND ANALYSIS

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. There are no other particular restrictions on development noted in the analysis.

HIGHEST AND BEST USE AS VACANT**Legally Permissible**

The only permitted uses under zoning that are consistent with prevailing land use patterns in the area are commercial, industrial and residential uses.

Physically Possible

There are no physical limitations that would prohibit development of any of these uses on the site.

Financially Feasible

Based on our analysis of the market, there is currently limited demand for retail use in the subject's area. It appears that a newly developed retail use on the site would not have a value commensurate with its cost. However, given anticipated growth in the subject's area, we expect that would be financially feasible in the future.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than retail use.

Conclusion

Future development of the site for retail use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

AS IMPROVED

No improvements are situated on the site. Therefore, a highest and best analysis as improved is not applicable.

MOST PROBABLE BUYER

The most probable buyer is a developer/speculator.

VALUATION ANALYSIS

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

Use of the approaches in this assignment is summarized as follows:

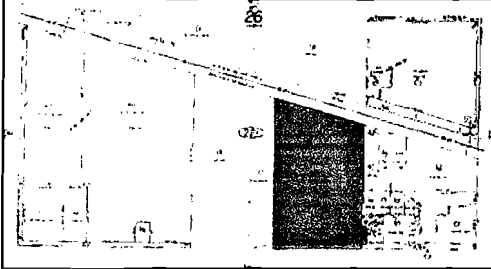
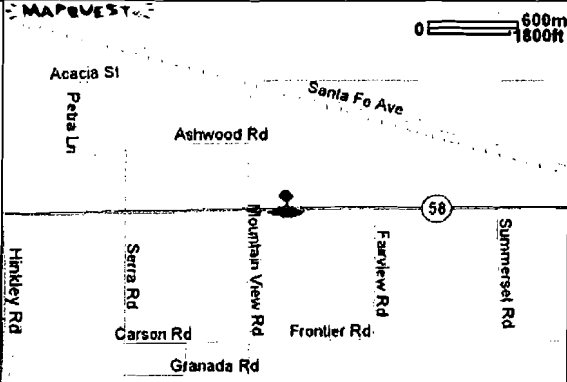
APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not applicable	Not Utilized


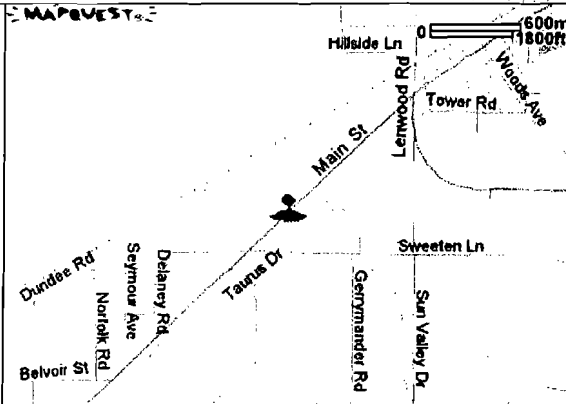
SALES COMPARISON APPROACH

To apply the sales comparison approach, we searched for sale transactions most relevant to the subject in terms of location, size, highest and best use, and transaction date. The most relevant sales are summarized below.

1	Griffith Rd @ Interstate 40 - Vacant Industrial Land Kingman, AZ 86401 Land of 220 AC is for sale at \$11,000,000 (\$50,000.00/AC)		FOR SALE
	<p style="text-align: center;">© 2006 MapQuest, Inc.; © 2006 Tele Atlas</p>		
Sale Contacts			
Sales Co: CB Richard Ellis 2415 E Camelback Rd Phoenix, AZ 85016 (602) 735-5555		Sales Contact 1: Jason Hyams (602) 735-5595 Sales Contact 2: Aaron Retts (602) 735-5595	
For Sale Data			
Asking Price: \$11,000,000 Price/AC Land Gross: \$50,000.00 (\$1.15/SF) Days on Market: 206 Sale Status: Active		Sale Type: Investment Land Area: 220 AC (9,583,200 SF) Proposed Use: Industrial	
Transaction Notes			
220 acres zoned heavy industrial. Located south of planned 1,000,000 square foot Wal-Mart			
Current Land Information			ID: 5002292
Zoning: M-X Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: - Off-Site improv: Electricity, Water		Proposed Use: Industrial Land Area: 220 AC (9,583,200 SF) Min Div Lot Size: - On-Site Improv: - Lot Dimensions: - Owner Type: -	
Location Information			
Cross Street: Interstate 40 Located: I-40 & Griffith Rd County: Mohave CBSA: Lake Havasu City-Kingman, AZ DMA: Phoenix, AZ			

2	Harvard Rd FOR SALE	
	Newberry Springs, CA 92365 - North San Bernardino Submarket Land of 117.22 AC is for sale at \$880,000 (\$7,507.25/AC)	
Sale Contacts		
Sales Co: Coldwell Banker George Realty 19220 E Colima Rd Rowland Heights, CA 91748 (626) 810-6660		
Sales Contact 1: Kevin Hsieh (626) 445-6660		
For Sale Data		
Asking Price: \$880,000 Price/AC Land Gross: \$7,507.25 (\$0.17/SF) Days on Market: 431 Sale Status: Active		
Sale Type: Investment OR Owner/User Land Area: 117.22 AC (5,106,103 SF)		
Transaction Notes		
Zone RL-5(Rural Living, 5 Acres/lot), potential residential subdivision, buyers to verify with County Planning Division, price below market, term all cash to seller, 451 acre feet water right.		
Current Land Information		
ID: 1340817		
Zoning: - Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: -		
Proposed Use: - Land Area: 117.22 AC (5,106,103 SF) Min Div Lot Size: - On-Site Improv: - Lot Dimensions: - Owner Type: -		
Location Information		
Metro Market: Inland Empire (California) Submarket: Inland Empire West/North San Bernardino County: San Bernardino CBSA: Riverside-San Bernardino-Ontario, CA CSA: Los Angeles-Long Beach-Riverside, CA DMA: Los Angeles, CA		

3	23058 Highway 58 - 37.23 Acres Hinkley, CA 92347 - North San Bernardino Submarket Land of 37.23 AC is for sale at \$1,600,000 (\$42,976.09/AC)		FOR SALE
	<div style="display: flex; justify-content: space-between;">  <div style="text-align: right;">  </div> </div> <p style="text-align: right; font-size: small;">© 2006 MapQuest, Inc.; © 2006 Tele Atlas</p>		
Sale Contacts			
Sales Co: Lee & Associates 14369 Park Ave Victorville, CA 92392 (760) 241-5211		Sales Contact 1: Donald Brown (760) 241-5211 Sales Contact 2: Elizabeth Brown (760) 241-5211	
For Sale Data			
Asking Price: \$1,600,000 Price/AC Land Gross: \$42,976.09 (\$0.99/SF) Days on Market: 254 Sale Status: Active Parcel No: 0494-221-17, 0494-221-40		Sale Type: Investment Land Area: 37.23 AC (1,621,739 SF) Proposed Use: Commercial	
Current Land Information ID: 1551169			
Zoning: - Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: -		Proposed Use: Commercial Land Area: 37.23 AC (1,621,739 SF) Min Div Lot Size: - On-Site Improv: - Lot Dimensions: - Owner Type: -	
Location Information			
Metro Market: Inland Empire (California) Submarket: Inland Empire West/North San Bernardino County: San Bernardino CBSA: Riverside-San Bernardino-Ontario, CA CSA: Los Angeles-Long Beach-Riverside, CA DMA: Los Angeles, CA			

4	24500 E Main St Barstow, CA 92311 - North San Bernardino Submarket Land of 80 AC is for sale at \$2,100,000 (\$26,250.00/AC)		FOR SALE
	<div style="display: flex; justify-content: space-between;">  <div style="text-align: right;">  </div> </div> <p style="text-align: center; font-size: small;">© 2006 MapQuest, Inc.; © 2006 Tele Atlas</p>		
Sale Contacts			
Sales Co: GVA Daum 13191 Crossroads Pky N City Of Industry, CA 91746 (562) 695-7244		Sales Contact 1: Shan Lee (562) 692-0918	
For Sale Data			
Asking Price: \$2,100,000 Price/AC Land Gross: \$26,250.00 (\$0.60/SF) Days on Market: 445 Sale Status: Active Topography: Level		Sale Type: Investment OR Owner/User Land Area: 80 AC (3,484,800 SF) Proposed Use: Commercial, Industrial	
Transaction Notes			
Development site for sale. Major transportation hub. Intersection of I-15 and I-40. BNSF and UP Rail Yard nearby. 28 miles from Southern California Logistic Airport near Victorville. Flexible zoning/specific plan. Great location for Regional DC. Last resort for California manufacturing businesses. Marine Corps Logistics Center. I-15 Outlet Centers nearby. Yellow Freight Terminal nearby.			
Current Land Information			ID: 1329514
Zoning: - Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: - Topography: Level		Proposed Use: Commercial/Industrial Land Area: 80 AC (3,484,800 SF) Min Div Lot Size: - On-Site Improv: - Lot Dimensions: - Owner Type: -	
Location Information			
Located: Intersection of I-15 and I-40 Metro Market: Inland Empire (California) Submarket: Inland Empire West/North San Bernardino			

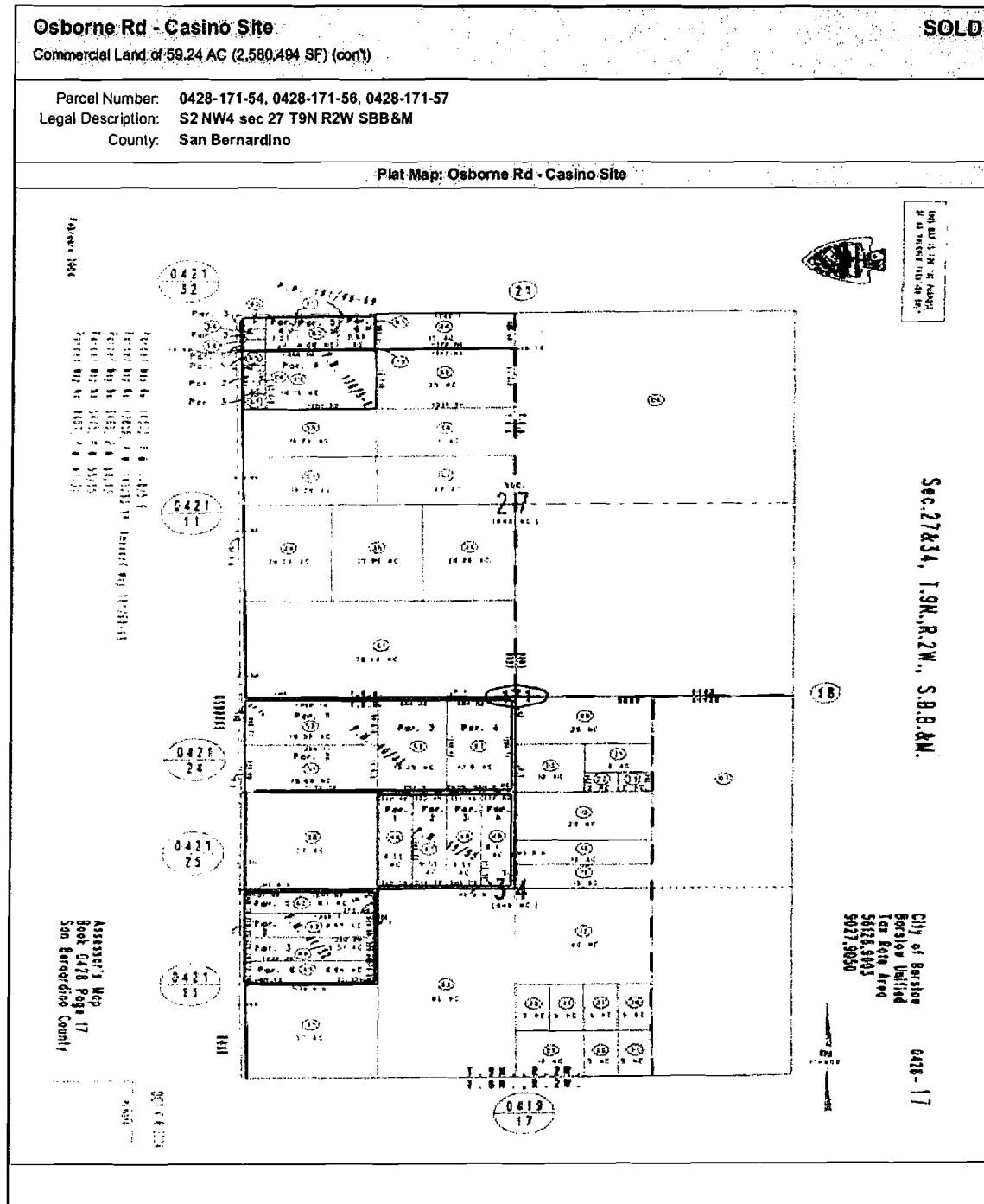
24500 E Main St**FOR SALE**

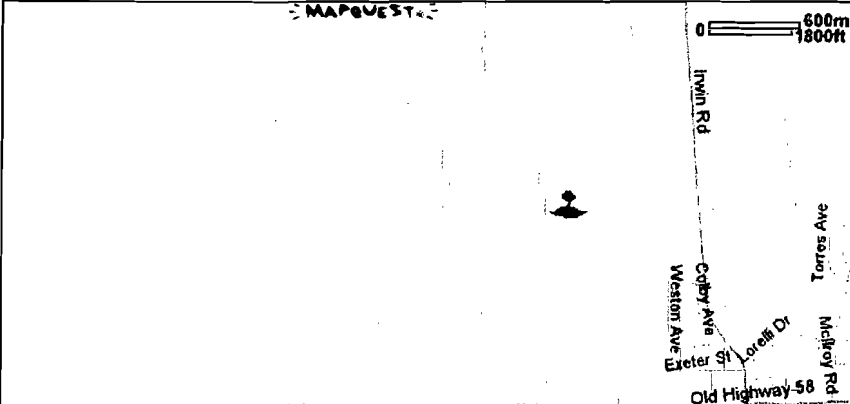
Land of 80 AC is for sale at \$2,100,000 (\$26,250.00/AC) (cont)

County: San Bernardino
CBSA: Riverside-San Bernardino-Ontario, CA
CSA: Los Angeles-Long Beach-Riverside, CA
DMA: Los Angeles, CA

5	Osborne Rd - Casino Site SOLD	
	Barstow, CA 92311 - North San Bernardino Submarket Sale on 07/26/2005 for \$1,500,000 (\$25,320.73/AC) - Research Complete Commercial Land of 59.24 AC (2,580,494 SF)	
Buyer & Seller Contact Info		
Recorded Buyer:	LCB Barwest, LLC 2211 Woodward Ave Detroit, MI 48201	Recorded Seller: Thomas C. Lindholm 1054 Driftwood Ln Ventura, CA 93001 (818) 343-4567
Buyer Contact:	Michael J. Malik, Sr.	
Buyer Broker:	No Buyer Broker on Deal	Listing Broker: No Listing Broker on Deal
Transaction Details		ID: 1041403
Sale Date:	07/26/2005	Land Area: 59.24 AC (2,580,494 SF)
Escrow Length:	120 days	Proposed Use: Casino
Sale Price:	\$1,500,000-Confirmed	
Price/AC Land Gross:	\$25,320.73 (\$0.58/SF)	
Zoning:	CH, Barstow	
Lot Dimensions:	Irregular	
Sale Conditions:	Assemblage	
Transfer Tax:	\$1,650	
Street Frontage:	50 feet on Osborne Rd	
Financing:	Lender Not available	
Topography:	Level	
On-Site Improv:	Raw land	
Off-Site Improv:	Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water	
Improvements:	Raw land	
Legal Desc:	S2 NW4 sec 27 T9N R2W SBB&M	
Parcel No:	0428-171-54, 0428-171-56, 0428-171-57	
Document No:	538680	

Osborne Rd - Casino Site		SOLD
Commercial Land of 59.24 AC (2,580,494 SF) (cont)		
Transaction Notes		
<p>LCB Barwest, LLC c/o Michael J. Malik, Sr.</p> <p>* Description: Buyer plans to develop the land into two resort casinos, one for the Los Coyotes Band of Indians, and the other for the Big Lagoon Rancheria tribe. The plan is to build two 50,000 sf casinos and two 100-room hotels next to each other, southeast of the Barstow outlet mall. * Condition: (Assemblage) Buyer has acquired the surrounding parcel #'s for this project. Gross acreage including previously acquired parcels is 106.43 acres.</p> <p>APN # 0428-171-66 (2.13 ac) 0428-171-67 (0.91 ac) 0428-171-68 (19.15 ac) 0428-171-69 (25 ac)</p>		
Current Land Information		ID: 4671315
Zoning: CH, Barstow Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: Raw land	Proposed Use: Casino Land Area: 59.24 AC (2,580,494 SF) On-Site Improv: Raw land Lot Dimensions: Irregular Owner Type: -	
Legal Desc: S2 NW4 sec 27 T9N R2W SBB&M Topography: Level Off-Site Improv: Curb/Gutter/Sidewalk, Electricity, Gas, Sewer, Streets, Water Street Frontage: 50 feet on Osborne Rd		
Location Information		
Located: Osborne Rd/S of Main St Metro Market: Inland Empire (California) Submarket: Inland Empire West/North San Bernardino County: San Bernardino CBSA: Riverside-San Bernardino-Ontario, CA CSA: Los Angeles-Long Beach-Riverside, CA DMA: Los Angeles, CA Map(Page): Thomas Bros. Guide 3679-A5		

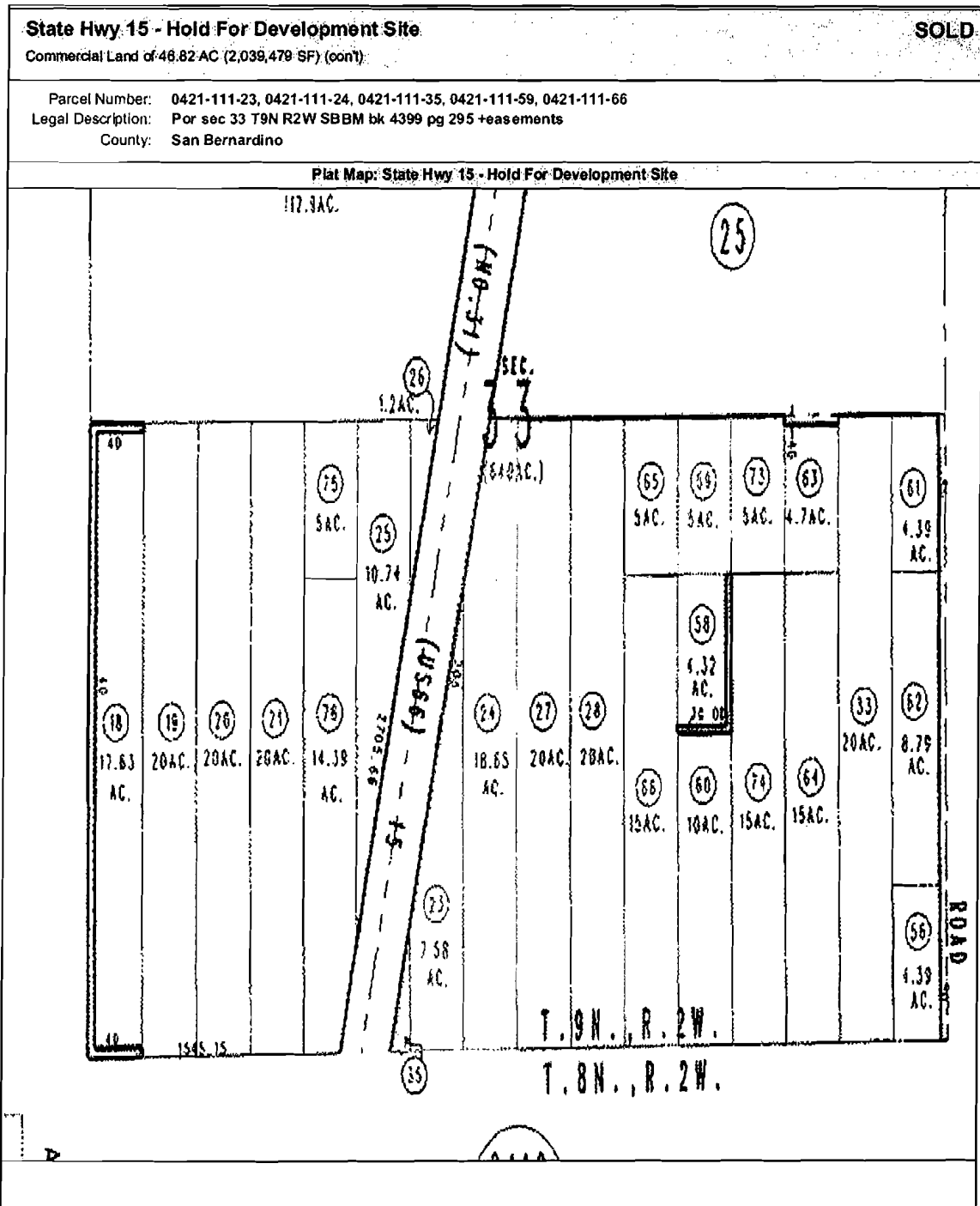


6	State Highway 58 - Unknown Zoned Acreage Barstow, CA 92311 - San Bernardino Outlying Submarket Sale on 09/08/2006 for \$1,450,000 (\$10,029.05/AC) - Research Complete Industrial Land of 144.58 AC (6,297,905 SF)	SOLD		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>  </div> <div style="text-align: right;"> <p>© 2006 MapQuest, Inc.; © 2006 Tele Atlas</p> </div> </div>				
Buyer & Seller Contact Info				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Recorded Buyer: Lansing Industries Inc. 12770 High Bluff Dr San Diego, CA 92130 (858) 523-0719 Buyer Contact: Jim Hoxie </td> <td style="width: 50%; vertical-align: top;"> Recorded Seller: Tony & Ann Hu Seller Contact: Tony Hu </td> </tr> </table>			Recorded Buyer: Lansing Industries Inc. 12770 High Bluff Dr San Diego, CA 92130 (858) 523-0719 Buyer Contact: Jim Hoxie	Recorded Seller: Tony & Ann Hu Seller Contact: Tony Hu
Recorded Buyer: Lansing Industries Inc. 12770 High Bluff Dr San Diego, CA 92130 (858) 523-0719 Buyer Contact: Jim Hoxie	Recorded Seller: Tony & Ann Hu Seller Contact: Tony Hu			
Transaction Details				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Sale Date: 09/08/2006 Escrow Length: - Sale Price: \$1,450,000-Confirmed Price/AC Land Gross: \$10,029.05 (\$0.23/SF) Transfer Tax: \$1,595 Financing: Down payment of \$362,500.00 (25.0%) \$1,087,500.00 from Seller Legal Desc: Por W2 sec 36 T10N R2W SBBM & easement Parcel No: 0426-112-02 Document No: 615235 </td> <td style="width: 50%; vertical-align: top;"> Land Area: 144.58 AC (6,297,905 SF) Proposed Use: Hold for Development </td> </tr> </table>			Sale Date: 09/08/2006 Escrow Length: - Sale Price: \$1,450,000-Confirmed Price/AC Land Gross: \$10,029.05 (\$0.23/SF) Transfer Tax: \$1,595 Financing: Down payment of \$362,500.00 (25.0%) \$1,087,500.00 from Seller Legal Desc: Por W2 sec 36 T10N R2W SBBM & easement Parcel No: 0426-112-02 Document No: 615235	Land Area: 144.58 AC (6,297,905 SF) Proposed Use: Hold for Development
Sale Date: 09/08/2006 Escrow Length: - Sale Price: \$1,450,000-Confirmed Price/AC Land Gross: \$10,029.05 (\$0.23/SF) Transfer Tax: \$1,595 Financing: Down payment of \$362,500.00 (25.0%) \$1,087,500.00 from Seller Legal Desc: Por W2 sec 36 T10N R2W SBBM & easement Parcel No: 0426-112-02 Document No: 615235	Land Area: 144.58 AC (6,297,905 SF) Proposed Use: Hold for Development 			
Transaction Notes				
Lansing Industries Inc. c/o Jim Hoxie Tony & Ann Hu c/o Tony Hu * Property Address: We were unable to determine exactly where the subject property is situated, however the buyer stated it is northwest of Highway 58 and Irwin Road. * Seller: Additional sellers: An An Cheng Dai, as to an undivided 1/6 interest; Che-Yang and Show Mei Anna Huang, as to an undivided 1/6 interest; Bernice Cam Binh Dai, as to an undivided 1/6 interest; Frederick C. and Celia C. Tochtermann, as to an undivided 1/12 interest; and Sou Cheng Cheng as to an undivided 1/12 interest. * Frontage: The subject property has no direct frontage on Highway 58. We were unable to verify how the site is accessed. * Market Time: Buyer stated subject property was not on the market at time of sale. * Escrow: We were unable to determine why there was a long escrow period.				

State Highway 58 - Unknown Zoned Acreage		SOLD
Industrial Land of 144.58 AC (6,297,905 SF) (cont)		
Current Land Information		ID: 4811205
Zoning: -	Proposed Use: Hold for Development	
Density Allowed: -	Land Area: 144.58 AC (6,297,905 SF)	
Number of Lots: -	On-Site Improv: -	
Max # of Units: -	Lot Dimensions: -	
Units per Acre: -	Owner Type: -	
Improvements: -		
Legal Desc: Por sec 36 T10N R2W SBBM		
Location Information		
Located: NW of State Hwy. 58 & Irwin Rd.		
Metro Market: Inland Empire (California)		
Submarket: Inland Empire East/San Bernardino Outlying		
County: San Bernardino		
CBSA: Riverside-San Bernardino-Ontario, CA		
CSA: Los Angeles-Long Beach-Riverside, CA		
DMA: Los Angeles, CA		
Map(Page): Thomas Bros. Guide 3679-A5		

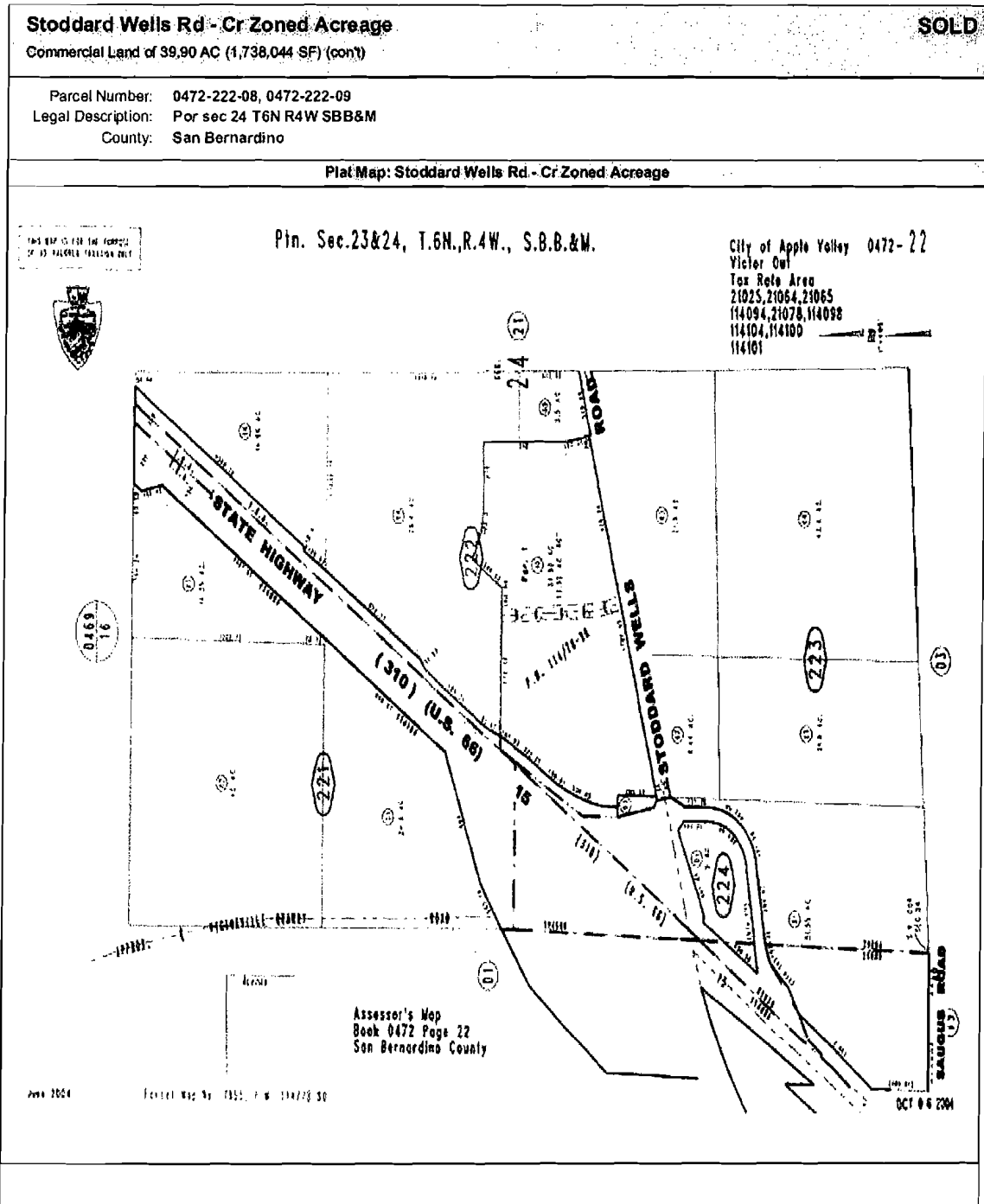
7	State Hwy 15 - Hold For Development Site		SOLD
	Barstow, CA 92311 - San Bernardino Outlying Submarket Sale on 03/29/2006 for \$1,170,500 (\$25,000.00/AC) - Research Complete Commercial Land of 46.82 AC (2,039,479 SF)		
<p style="text-align: center;">© 2006 MapQuest, Inc. © 2006 Tele Atlas</p>			
Buyer & Seller Contact Info			
Recorded Buyer: Inland Desert Investments LLC 1806 Orange Tree Ln Redlands, CA 92375 (909) 793-0200		Recorded Seller: Baltimore Partnership Ltd 1901 Avenue of the Stars Los Angeles, CA 90067 (310) 277-3338	
Buyer Contact: Mirau Edwards Cannon Harter & Lewin		Seller Contact: Stephen M. Fleishman	
		Listing Broker: Coldwell Banker GWRE Marilyn Krueger (760) 256-6843	
Transaction Details			
Sale Date: 03/29/2006 Escrow Length: - Sale Price: \$1,170,500-Confirmed Price/AC Land Gross: \$25,000.00 (\$0.57/SF)		Land Area: 46.82 AC (2,039,479 SF) Proposed Use: Hold for Development	
Zoning: SP, Barstow Lot Dimensions: Irregular Transfer Tax: \$1,287.55			
Financing: Lender Not available Topography: Level On-Site Improv: Rough graded Improvements: Rough graded			
Legal Desc: Por sec 33 T9N R2W SBBM bk 4399 pg 295 +easements Parcel No: 0421-111-23, 0421-111-24, 0421-111-35, 0421-111-59, 0421-111-66 Document No: 209942			

State Hwy 15 - Hold For Development Site		SOLD
Commercial Land of 46.82 AC (2,039,479 SF) (con't)		
Transaction Notes		
Inland Desert Investments LLC c/o Mirau Edwards Cannon Harter & Lewin Baltimore Partnership Ltd c/o Stephen M. Fleishman		
* Use: Parties involved are under agreement not to disclose the potential use of property. * Market Time: Reportedly the property was not on the market at the time of the sale; the buyer approached the seller directly. * Escrow: * Escrow: Long escrow due to due diligence review, additionally buyers had options they could exercise. Property should have closed December 2005 however seller requested for tax reasons to close in 2006.		
Current Land Information		ID: 4746287
Zoning: SP, Barstow Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: Rough graded	Proposed Use: Hold for Development Land Area: 46.82 AC (2,039,479 SF) On-Site Improv: Rough graded Lot Dimensions: Irregular Owner Type: -	
Legal Desc: Por sec 33 T9N R2W SBBM bk 4399 pg 295 +easements Topography: Level		
Location Information		
Metro Market: Inland Empire (California) Submarket: Inland Empire East/San Bernardino Outlying County: San Bernardino CBSA: Riverside-San Bernardino-Ontario, CA CSA: Los Angeles-Long Beach-Riverside, CA DMA: Los Angeles, CA Map(Page): Thomas Bros. Guide 3759-A3		



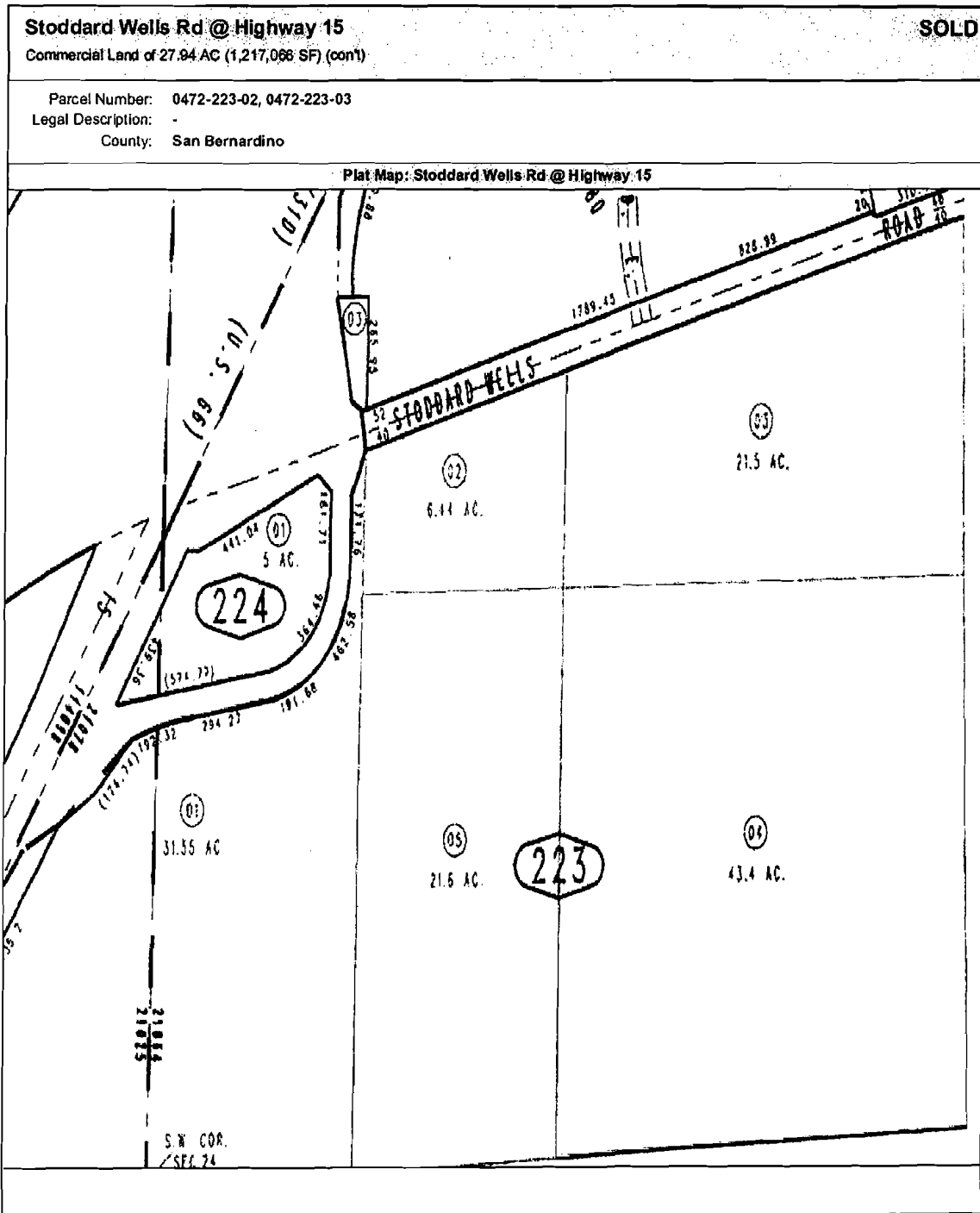
8	Stoddard Wells Rd - Cr Zoned Acreage Apple Valley, CA 92307 - North San Bernardino Submarket Sale on 03/13/2006 for \$1,600,000 (\$40,100.25/AC) - Research Complete Commercial Land of 39.90 AC (1,738,044 SF)	SOLD
Buyer & Seller Contact Info		
Recorded Buyer: Chaparral Land Development, LLC P.O. Box 1311 Victorville, CA 92395 (760) 955-6644 Buyer Contact: George Stone	Recorded Seller: Stoddard Bell, Ltd. 5915 Camino De La Costa La Jolla, CA 92037 (858) 454-7526 Seller Contact: Peter R. Manes	
Transaction Details		
<div style="display: flex; justify-content: space-between;"> <div> Sale Date: 03/13/2006 Escrow Length: - Sale Price: \$1,600,000-Confirmed Price/AC Land Gross: \$40,100.25 (\$0.92/SF) </div> <div> Land Area: 39.90 AC (1,738,044 SF) Proposed Use: Hold for Development </div> </div> <div style="margin-top: 10px;"> Zoning: CR, Apple Valley Lot Dimensions: Irregular Transfer Tax: \$1,760 </div> <div style="margin-top: 10px;"> Financing: Down payment of \$400,000.00 (25.0%) \$1,200,000.00 from Seller </div> <div style="margin-top: 10px;"> Topography: Level On-Site Improv: Raw land Improvements: Raw land </div> <div style="margin-top: 10px;"> Legal Desc: Por sec 24 T6N R4W SBB&M Parcel No: 0472-222-08, 0472-222-09 Document No: 167446 </div>		
Transaction Notes		
Chaparral Land Development, LLC c/o George Stone Stoddard Bell, Ltd. c/o Peter R. Manes Density: 5 acres minimum lot size.		

Stoddard Wells Rd - Cr Zoned Acreage		SOLD	
Commercial Land of 39.90 AC (1,738,044 SF) (con't)		ID: 4748239	
Current Land Information			
Zoning:	CR, Apple Valley	Proposed Use:	Hold for Development
Density Allowed:	-	Land Area:	39.90 AC (1,738,044 SF)
Number of Lots:	-	On-Site Improv:	Raw land
Max # of Units:	-	Lot Dimensions:	Irregular
Units per Acre:	-	Owner Type:	-
Improvements:	Raw land		
Legal Desc:	Por sec 24 T6N R4W SBB&M		
Topography:	Level		
Location Information			
Located:	N of Stoddard Wells Rd, State Hwy 15		
Metro Market:	Inland Empire (California)		
Submarket:	Inland Empire West/North San Bernardino		
County:	San Bernardino		
CBSA:	Riverside-San Bernardino-Ontario, CA		
CSA:	Los Angeles-Long Beach-Riverside, CA		
DMA:	Los Angeles, CA		
Map(Page):	Thomas Bros. Guide 4206-A3		



9	Stoddard Wells Rd @ Highway 15 Apple Valley, CA 92308 - North San Bernardino Submarket Sale on 04/23/2007 for \$800,000 (\$28,632.78/AC) - Research Complete Commercial Land of 27.94 AC (1,217,066 SF)	SOLD
Buyer & Seller Contact Info		
Recorded Buyer: West Coast Land & Investments Inc True Buyer: West Coast Land & Investments Inc Louis Sardo P.O. Box 266 Oberlin, KS 67749		Recorded Seller: Stoddard Bell Ltd True Seller: Stoddard Bell, Ltd. Peter Manes 5915 Camino De La Costa La Jolla, CA 92037 (858) 454-7526
Transaction Details		
<div style="display: flex; justify-content: space-between;"> <div> Sale Date: 04/23/2007 (1 days on market) Escrow Length: 45 days Sale Price: \$800,000-Confirmed Price/AC Land Gross: \$28,632.78 (\$0.66/SF) </div> <div> Sale Type: Investment Land Area: 27.94 AC (1,217,066 SF) Proposed Use: - </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div> Transfer Tax: \$880 </div> <div> Percent Improved: - Total Value Assessed: \$61,745 in 2006 Improved Value Assessed: - Land Value Assessed: \$61,745 Land Assessed/AC: \$2,209 </div> </div>		
Financing: \$600,000.00 from Private Individual Stoddard Bell Ltd Topography: Level Legal Desc: PTN SE 1/4 NW 1/4 SW 1/4 SEC 24 TP 6N R 4W LYING S OF S LI STODDARD WELLS RD 6.44 AC M/L PTN NE 1/4 SW 1/4 SEC 24 TP 6N R 4W LYING S OF S LI STODDARD WELLS RD 21.5 AC M/L Parcel No: 0472-223-02, 0472-223-03 Document No: 082054		

Stoddard Wells Rd @ Highway 15		SOLD
Commercial Land of 27.94 AC (1,217,066 SF) (cont)		
Current Land Information		ID: 5781400
Zoning: -	Proposed Use: -	
Density Allowed: -	Land Area: 27.94 AC (1,217,066 SF)	
Number of Lots: -	On-Site Improv: -	
Max # of Units: -	Lot Dimensions: -	
Units per Acre: -	Owner Type: -	
Improvements: -		
Topography: Level		
Location Information		
Cross Street: Highway 15		
Metro Market: Inland Empire (California)		
Submarket: Inland Empire West/North San Bernardino		
County: San Bernardino		
CBSA: Riverside-San Bernardino-Ontario, CA		
CSA: Los Angeles-Long Beach-Riverside, CA		
DMA: Los Angeles, CA		



10	Willow Springs Rd - Acreage		SOLD
	Apple Valley, CA 92307 - North San Bernardino Submarket: Sale on 05/19/2006 for \$4,000,000 (\$53,554.69/AC) - Research Complete Commercial Land of 74.69 AC (3,253,496 SF)		
Buyer & Seller Contact Info			
Recorded Buyer: Joseph & Charlene Range 11385 Oak Ridge Dr Oak Hills, CA 92345 (760) 956-1417 Buyer Contact: Joseph Range		Recorded Seller: David B. & Patricia L. Gould 636 Ambrose Ln Tustin, CA 92780 Seller Contact: David Gould	
Transaction Details			ID: 1130472
Sale Date: 05/19/2006 Escrow Length: - Sale Price: \$4,000,000-Full Value Price/AC Land Gross: \$53,554.69 (\$1.23/SF)		Land Area: 74.69 AC (3,253,496 SF) Proposed Use: Hold for Development	
Zoning: N/Av, Apple Valley Lot Dimensions: Irregular Transfer Tax: \$4,400			
Financing: \$4,000,000.00 from Seller Topography: Level On-Site Improv: Raw land Improvements: Raw land			
Legal Desc: Sec 5 T6N R3W SBM Parcel No: 0472-232-04, 0472-232-25, 0472-232-26 Document No: 344505			
Transaction Notes			
Joseph & Charlene Range c/o Joseph Range David B. & Patricia L. Gould c/o David Gould The parties involved were not at liberty to disclose any of the vital data or were unable to be contacted. All information is based on recorded documents and county assessor records.			

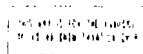
Willow Springs Rd - Acreage		SOLD	
Commercial Land of 74.69 AC (3,253,496 SF) (cont)			
Current Land Information		ID: 4771285	
Zoning:	N/Av, Apple Valley	Proposed Use:	Hold for Development
Density Allowed:	-	Land Area:	74.69 AC (3,253,496 SF)
Number of Lots:	-	On-Site Improv:	Raw land
Max # of Units:	-	Lot Dimensions:	Irregular
Units per Acre:	-	Owner Type:	-
Improvements:	Raw land		
Legal Desc:	Sec 5 T6N R3W SBM		
Topography:	Level		
Location Information			
Located:	Willow Springs Rd., E of I-15		
Metro Market:	Inland Empire (California)		
Submarket:	Inland Empire West/North San Bernardino		
County:	San Bernardino		
CBSA:	Riverside-San Bernardino-Ontario, CA		
CSA:	Los Angeles-Long Beach-Riverside, CA		
DMA:	Los Angeles, CA		
Map(Page):	Thomas Bros. Guide 4117-E4		

Willow Springs Rd - Acreage**SOLD**

Commercial Land of 74.69 AC (3,253,496 SF) (cont)

Parcel Number: 0472-232-04, 0472-232-25, 0472-232-26
 Legal Description: Sec 5 T6N R3W SBM
 County: San Bernardino

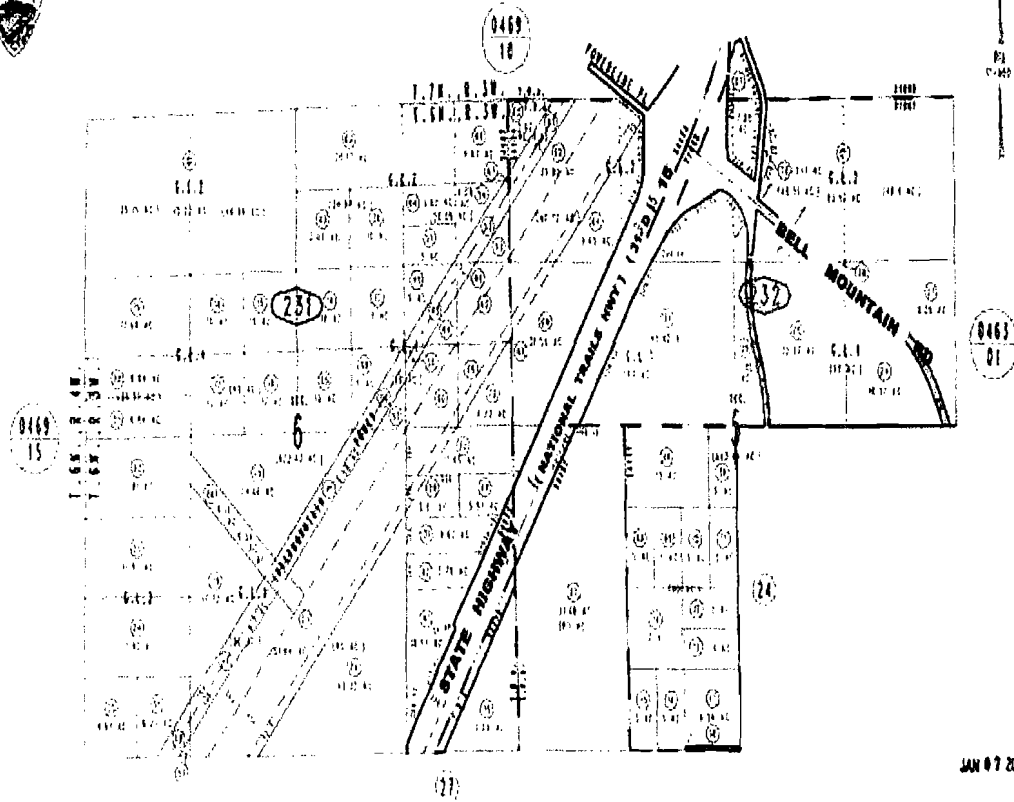
Plat Map: Willow Springs Rd - Acreage



Pln. Fractional Sec.5 & Fractional Sec.6, T.6N.,R.3W., S.B.B.&W.

Apple Valley
 Tax Role Area
 54107, 54167, 21067, 21068
 54111, 54124, 54170, 21069
 54173, 54174

0472-23

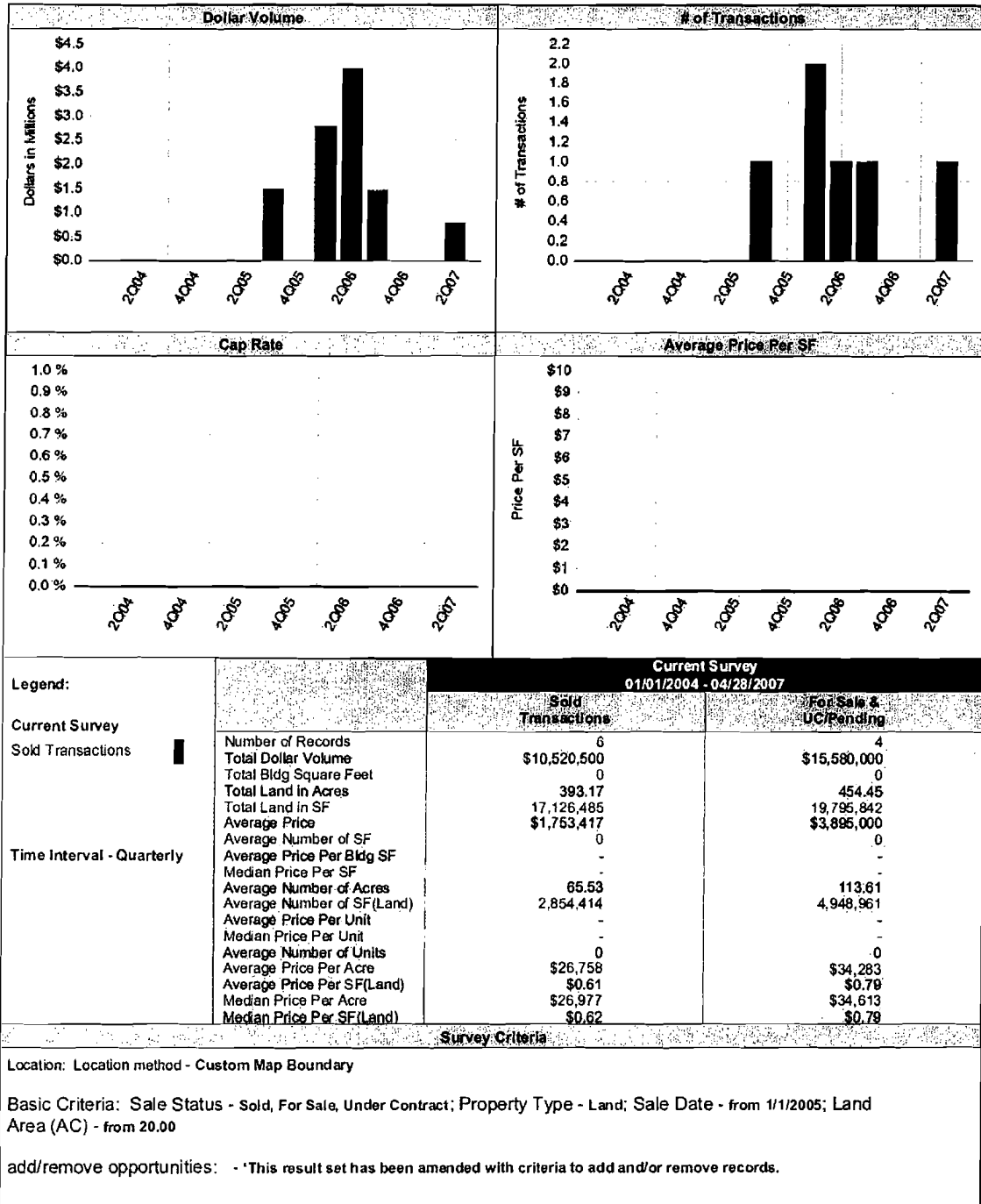


JAN 07 2005

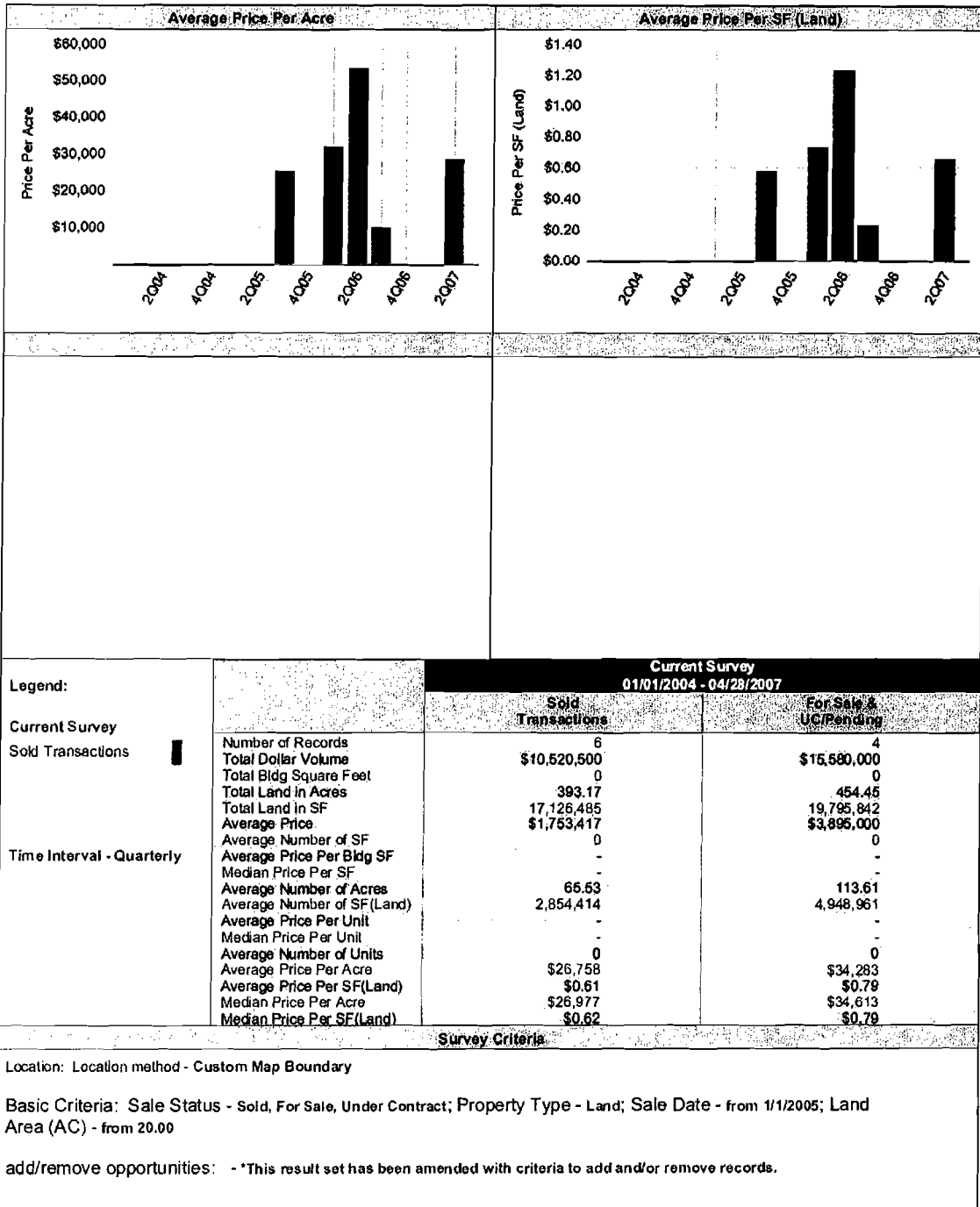
April 1994

Assessor's Map
 Book 0472 Page 25
 San Bernardino County

Trend Report



Trend Report



SALES ANALYSIS

The subject property contains approximately 151 Acres and is located immediately adjacent to Highway 40 at the Mountain Springs Road exit in the unincorporated area of San Bernardino, CA. The site is located approximately 35 miles west of Needles, CA at the top of a steep grade.

Our sales search focused on larger parcels of land with a similar highest and best use and/or planned development type zoning. Our search included parcels along Highway 40 from Tehachapi, CA on the west to Kingman, AZ on the east. The search also included the highway frontage along Interstate 15 from Victorville, CA to the southwest and Baker, CA to the northeast.

We searched all sales, listings and pending sales in the area described above for the period between January 1, 2005 and April 2007. We limited our search to properties with a minimum size of 20 Acres. This search resulted in over 50 records. We have selected a total of 10 records for review. A brief discussion on these transactions follows.

Data 1 involves a 220 Acre site located at Griffith Road and Interstate 40 in Kingman, AZ. The property has an industrial zoning and it does not have direct freeway frontage. This property is actively listed for sale at \$11,000,000 which equates to \$50,000/Acre or \$1.15/SF. The property has been on the market for 206 days. The location and access/visibility is inferior to that of the subject.

Data 2 involves a 117.22 Acre site located at Harvard Road north of Interstate 40 in Newberry Springs, CA. The property has RL-5 or rural living zoning with a minimum lot size of 5 acres. There is no direct freeway frontage. This property is actively listed for sale at \$880,000 which equates to \$7,507/Acre or \$0.17/SF. The property has been on the market for 431 days. The location and access/visibility is inferior to that of the subject. The residential zoning sets an absolute lower limit of obtainable value for the subject.

Data 3 involves a 37.23 Acre site located at 23058 Highway 58 in Hinkley, CA. The property has a commercial zoning and it has direct frontage on Highway 58. This property is actively listed for sale at \$1,600,000 which equates to \$42,976/Acre or \$0.99/SF. The property has been on the market for 254 days. The location and access/visibility is inferior to that of the subject.

Data 4 involves an 80 Acre site located at 24500 E. Main Street in Barstow, CA. The property has a split industrial and commercial zoning and it does not have direct freeway frontage. This property is actively listed for sale at \$2,100,000 which equates to \$26,250/Acre or \$0.60/SF. The property has been on the market for 445 days. The location and access/visibility is inferior to that of the subject.

Data 5 involves a 59.24 Acre site located along Osborn Road in Barstow, CA. The property has an commercial zoning and it does not have direct freeway frontage. This property was sold on July 26, 2005 for \$1,500,000 which equates to \$25,321/Acre or

\$0.58/SF. The property was purchased for development as a casino. The location is superior to that of the subject.

Data 6 involves a 144.58 Acre site located along State Highway 58 in Barstow, CA. The property has an unknown zoning and it does not have direct freeway frontage. This property sold on September 08, 2006 for \$1,450,000 which equates to \$10,029/Acre or \$0.23/SF. The property was not on the market at the time of sale. The location and access/visibility are superior to that of the subject.

Data 7 involves a 46.82 Acre site located along Interstate 15 in Barstow, CA. The property has a Specific Plan zoning (similar to the subject) and it does have direct freeway frontage along Interstate 15. This property sold on March 29, 2006 for \$1,170,000 which equates to \$25,000/Acre or \$0.57/SF. The purchase price was negotiated in mid-2005 and the sale did not close until 2006 for tax reasons. The property was purchased as a hold for future development. The location is superior to that of the subject and the visibility is also superior due to the Interstate 15 versus Interstate 40 frontage.

Data 8 involves a 39.90 Acre site located at Stoddard Wells Road in Apple Valley, CA. The property has a commercial zoning and it does have direct freeway frontage along the east side of Interstate 15. This property sold on March 13, 2006 for \$1,600,000 which equates to \$40,100/Acre or \$0.92/SF. The property was purchased as a hold for future development. The location and visibility are superior to that of the subject due to the Interstate 15 versus Interstate 40 frontage.

Data 9 involves a 27.94 Acre site located at Stoddard Wells Road exit from Highway 15 in Apple Valley, CA. The property has a commercial zoning but it does not have direct freeway frontage. This property sold on April 23, 2006 for \$800,000 which equates to \$28,633/Acre or \$0.66/SF. The location and access/visibility are superior to that of the subject.

Data 10 involves a 74.69 Acre site located along Willow Springs Road in Apple Valley, CA. The property has a commercial zoning and it does have direct freeway frontage along Interstate 15. This property sold on May 19, 2006 for \$4,000,000 which equates to \$53,554/Acre or \$1.23/SF. The location and access/visibility are superior to that of the subject.

There are a very limited number of sales of larger parcels of land that are located directly adjacent to Highway 40. Further, the subject property is located directly at a freeway off ramp at the top of a long grade, thereby affording it tremendous visibility and access.

We have compiled the data from our 10 data set. There are six closed sale transactions and 4 for sale/pending transactions. The average size of the six closed sales is 65.53 Acres. The average sale price was \$26,758/Acre or \$0.61/SF. The median price was \$26,977/Acre or \$0.62/SF.

The average size of the four for sale/pending transactions is 113.61 Acres. The average listing price is \$34,283/Acre or \$0.79/SF. The median asking price is \$34,613/AC or \$0.79/SF.

We have arrayed the 10 sold data sets based upon their relative similarity to the subject as follows:

SUMMARY OF COMPARABLE LAND SALES			
Data Set	Price Per Acre	Price Per SF	Relative Similarity
10	\$53,555	\$1.23	Superior
8	\$40,100	\$0.92	Superior
9	\$28,633	\$0.66	Slightly Superior
5	\$25,321	\$0.58	Slightly Superior
7	\$25,000	\$0.57	Slightly Superior
Subject	\$21,780-\$24,000	\$0.50-	Indicated Value
Property		\$0.55	
6	\$10,029	\$0.23	Clearly Inferior

We have arrayed the 4 listing data sets based upon their relative similarity to the subject as detailed below. We place little weight on these comparables due to the length of time that each property has been marketed for sale. We present this data for comparison purposes only.

SUMMARY OF COMPARABLE LAND LISTINGS			
Data Set	Price Per Acre	Price Per SF	Relative Similarity
1	\$50,000	\$1.15	Inferior
3	\$42,976	\$0.99	Inferior
4	\$26,250	\$0.60	Inferior
2	\$7,507	\$0.17	Very Inferior

We are also aware of a pending transaction for 35+/- acres of land located in Kern County near Mojave, CA (APN 225-351-46) that was most recently under contract for sale for use as a Travel Center. The Seller, P.O.E. Investment Trust and the Buyer, Mojave Travel Center LLC had agreed to a price of \$1,448,370 or \$0.95/SF. The same buyer, as an assemblage, placed a nearby 18 +/- Acre property (APN 225-351-44) under contract for purchase at \$470,000 or \$0.60/SF. APN 225-351-42, a 3.12 Acre parcel was also placed under contract for \$169,884 or \$1.25/SF. Lastly, a 4+/- Acre parcel (225-351-38) was placed under contract for purchase at \$174,240. The total land area anticipated by this purchase was approximately 60.12 Acres and the total assembled price was \$2,262,494 or \$37,633/Acre or \$0.86/SF. This deal eventually fell apart, however, the buyer is restructuring this purchase with the Sellers as a joint venture with Petrol for a major travel center. This sale price per SF is highly supportive of our estimated value via the comparables described above.

The prospective buyers have completed extensive research about the feasibility of building a major travel center on the subject property. A separate feasibility analysis was completed by an outside consultant. It appears that the site is perfectly suited for such a development due to the freeway off ramp location and lack of competition located between Kingman, AZ to the east and the intersection of Interstates 15 and 40 to the west (about a 100 mile span). Accordingly, the comparables chosen appear to be the best available sales with which to estimate the value of the subject.

After a review of the data available, we reconcile the value of the subject between \$21,780/AC and \$24,000/AC or \$0.50-\$0.55/SF as follows:

151 Acres X \$21,780/AC = \$3,288,780

151 Acres X \$24,000/AC = \$3,624,000

Final Range of Value: \$3,288,780 to \$3,624,000

Add value of direct entitlements: \$125,000

Reconciled Fee Simple Market Value: \$3,575,000

LAND VALUE CONCLUSION	
Indicated Value per Acre	\$23,675
Subject Acres	151.00
Indicated Value	\$3,574,925
Rounded	\$3,575,000

RECONCILIATION AND CONCLUSION OF VALUE

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	April 28, 2007	\$3,575,000


EXPOSURE AND MARKETING TIMES

Our estimates of exposure and marketing times are as follows:

EXPOSURE TIME AND MARKETING PERIOD	
Exposure Time (Months)	12
Marketing Period (Months)	12

12. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or loan approval.
13. Our compensation for completing this assignment is not contingent upon an action or event resulting from the analyses, opinions or conclusions in, or the use of this report.
14. This appraisal report sets forth all the limiting conditions (imposed by the terms of this assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
15. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
16. The appraiser has the appropriate knowledge and experience to complete this assignment competently in accordance with the competency provision as required by USPAP. Appraiser qualifications are located near the end of this report.
17. Due to the varying requirements of individual review appraisers, this report cannot be guaranteed to meet any single review appraiser's opinion of acceptability. Any changes required by a review appraiser will be completed at the client's expense and at the appraiser's option.
18. Any third-party studies referred to in this report such as tests, hazardous materials, structural, etc., have been verified by the appraiser to the extent of the assumptions, conclusions and recommendations explained. The appraisers do not have the expertise to comment on the accuracy or validity of such reports.
19. This appraisal report is based on the existing physical condition of the subject as of the date of appraisal.
20. The value is in accordance with our estimate of highest and best use. All sales have been adjusted to a cash-equivalent price when appropriate and sufficient data was available.
21. As of the date of this report, Jeff Greenwald has completed the requirements of the continuing education program of the Appraisal Institute.
22. Jeff Greenwald has successfully met the requirements for the title "Certified General Appraiser" delegated by the Office of Real Estate Appraisers, valid until October 12, 2007, OREA identification number AG025255.

23. Projections included in this report are utilized to assist in the valuation process and are based on current economic conditions. Thus, the analyses and valuation are subject to change in the future due to economic forces that cannot be predicted by the appraiser.
24. The appraisers assume no responsibility for any hazardous or toxic waste substances (including those that are on the site either underground or stored) and this appraisal assumes that there are no such influences unless otherwise stated within the body of this report. It should be understood that adverse toxic or hazardous waste conditions found on the site could dramatically impact the indicated value.



Jeff Greenwald, MAI
Certified General Real Estate Appraiser
CA Certificate # AG025255

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual

results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – San Diego is not a building or environmental inspector. Integra San Diego does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – San Diego, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein,

the Integra Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – San Diego, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

ADDENDUM A

APPRAISER QUALIFICATIONS

QUALIFICATIONS OF JEFF A. GREENWALD, MAI

EXPERIENCE:

CURRENT: INTEGRA REALTY RESOURCES – SAN DIEGO
MANAGING DIRECTOR, 990 HIGHLAND DRIVE, #312
SOLANA BEACH, CA 92075

2004-2005: LIMBACH & GREENWALD COMPANY, INC.
PARTNER/VICE PRESIDENT, 990 HIGHLAND DRIVE, #312
SOLANA BEACH, CA 92075

1991-2004 JAG ENTERPRISES APPRAISERS AND CONSULTANTS, PRESIDENT
APPRAISAL, CONSULTATION AND LITIGATION SERVICES

1986-1991 **REAL ESTATE DEVELOPMENT:**
WINER GREENWALD DEVELOPMENT, INC.
PARTNER, DIRECTOR OF COMMERCIAL DEVELOPMENT
COMPLETED OVER \$60 MILLION IN COMMERCIAL PROJECTS

1985-1986 **REAL ESTATE DEVELOPMENT:**
MEYER C. WEINER DEVELOPMENT COMPANY
EXECUTIVE VICE PRESIDENT, COMMERCIAL DIVISION

1979-1985 **COMMERCIAL REAL ESTATE BROKERAGE:**
JOHN BURNHAM & COMPANY
COMPLETED OVER 1,700 RETAIL AND RESTAURANT LEASES

EDUCATION:

BACHELOR OF ARTS: INDIANA UNIVERSITY, 1976
CALIFORNIA REALESTATE BROKERS LICENSE # 00695819: 1979
CERTIFIED GENERAL REAL ESTATE APPRAISER #AG025255: 1994
MAI, APPRAISAL INSTITUTE: 2005

REAL ESTATE / APPRAISAL COURSES COMPLETED:

REAL ESTATE PRINCIPALS
REAL ESTATE PRACTICE
FUNDAMENTALS OF APPRAISAL
PROPERTY MANAGEMENT
REAL ESTATE FINANCE
LEGAL ASPECTS OF REAL ESTATE
INCOME CAPITALIZATION 310 - APPRAISAL INSTITUTE
APPRAISAL PRINCIPALS 110 - APPRAISAL INSTITUTE
APPRAISAL PROCEDURES 120 - APPRAISAL INSTITUTE
APPRAISAL GENERAL APPLICATIONS 320 - APPRAISAL INSTITUTE
STANDARDS OF PROFESSIONAL PRACTICE 410 - APPRAISAL INSTITUTE
STANDARDS OF PROFESSIONAL PRACTICE 420 - APPRAISAL INSTITUTE
STANDARDS OF PROFESSIONAL PRACTICE 430 - APPRAISAL INSTITUTE
ADVANCED INCOME CAPITALIZATION 510 - APPRAISAL INSTITUTE
HIGHEST AND BEST USE 520 - APPRAISAL INSTITUTE
ADVANCED SALES COMPARISON/COST APPROACH 530 - APPRAISAL INSTITUTE
ADVANCED APPLICATIONS 540 - APPRAISAL INSTITUTE
ADVANCED REPORT WRITING 550 - APPRAISAL INSTITUTE

PROFESSIONAL AFFILIATIONS:

MAI #12341, APPRAISAL INSTITUTE
QUALIFIED EXPERT WITNESS, U.S. BANKRUPTCY COURT, SAN DIEGO

LICENSES:

CALIFORNIA STATE LICENSE NO. AG025255 (*Exp: 10.12.2007*)
WASHINGTON STATE LICENSE NO. 1101811 (*Exp. 10.20.2008*)
ARIZONA STATE LICENSE NO. 31505 (*Exp 02.28.2009*)
OREGON STATE LICENSE NO. C000883 (*Exp 10.12.2008*)

INTEGRA REALTY RESOURCES, INC. CORPORATE PROFILE

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 56 independently owned and operated offices in 33 states. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and each is headed by a Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Managing Directors follows:

<i>ATLANTA, GA - J. Carl Schultz, Jr., MAI, SRA, CRE</i>	<i>MINNEAPOLIS, MN - Michael F. Amundson, MAI, CCIM</i>
<i>ATLANTIC COAST, NJ - Anthony S. Graziano, MAI, CRE</i>	<i>MORGANTOWN, WV - Thomas A. Motta, MAI</i>
<i>AUSTIN, TX - Randy A. Williams, MAI, SR/WA</i>	<i>NAPLES, FL - Thomas Tippet, MAI,</i>
<i>BALTIMORE, MD - G. Edward Kerr, MAI</i>	<i>NASHVILLE, TN - R. Paul Perutelli, MAI, SRA</i>
<i>BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM</i>	<i>NEW YORK, NY - Raymond T. Cirz, MAI, CRE</i>
<i>BOSTON, MA - David L. Cary, MAI, SRA, CRE</i>	<i>NORTHERN NJ - Barry J. Krauser, MAI, CRE, FRICS</i>
<i>CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE</i>	<i>ORANGE COUNTY, CA - Larry D. Webb, MAI</i>
<i>CHICAGO, IL - Gary K. DeClark, MAI, CRE, FRICS</i>	<i>ORLANDO, FL - Charles J. Lentz, MAI</i>
<i>CHICAGO, IL - Jeffrey G. Pelegrin, MAI</i>	<i>PHILADELPHIA, PA - Joseph D. Pasquarella, MAI, CRE</i>
<i>CINCINNATI, OH - Gary S. Wright, MAI, SRA</i>	<i>PHOENIX, AZ - Walter Winius, Jr., MAI, CRE</i>
<i>COLUMBIA, SC - Michael B. Dodds, MAI, CCIM</i>	<i>PITTSBURGH, PA - Paul D. Griffith, MAI</i>
<i>COLUMBUS, OH - Bruce A. Daubner, MAI</i>	<i>PORTLAND, OR - Brian A. Glanville, MAI, CRE</i>
<i>DALLAS, TX - Mark R. Lamb, MAI, CPA</i>	<i>PROVIDENCE, RI - Gerard H. McDonough, MAI</i>
<i>DAYTON, OH - Gary S. Wright, MAI, SRA</i>	<i>RICHMOND, VA - Robert E. Coles, MAI, CRE</i>
<i>DENVER, CO - Brad A. Weiman, MAI</i>	<i>SACRAMENTO, CA - Scott Beebe, MAI</i>
<i>DETROIT, MI - Anthony Sanna, MAI, CRE</i>	<i>SALT LAKE CITY, UT - Darrin Liddell, MAI, CCIM</i>
<i>FORT WORTH, TX - Donald J. Sherwood, MAI</i>	<i>SAN ANTONIO, TX - Martyn C. Glen, MAI, CRE, FRICS</i>
<i>GREENVILLE, SC - A. Keith Batson, MAI</i>	<i>SAN DIEGO, CA - Jeffrey Greenwald, MAI</i>
<i>HARTFORD, CT - Mark F. Bates, MAI, CRE</i>	<i>SAN FRANCISCO, CA - Jan Kleczewski, MAI</i>
<i>HOUSTON, TX - David R. Dominy, MAI</i>	<i>SARASOTA, FL - Julian Stokes, MAI, CRE, CCIM</i>
<i>INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM</i>	<i>SAVANNAH, GA - J. Carl Schultz, Jr., MAI, SRA, CRE</i>
<i>KANSAS CITY, MO/KS - Kenneth Jagers, MAI</i>	<i>SEATTLE, WA - Allen N. Safer, MAI</i>
<i>LAS VEGAS, NV - Shelli L. Lowe, MAI</i>	<i>SYRACUSE, NY - William J. Kimball, MAI</i>
<i>LOS ANGELES, CA - John G. Ellis, MAI, CRE</i>	<i>TAMPA, FL - Bradford L. Johnson, MAI</i>
<i>LOUISVILLE, KY - George M. Chapman, MAI, SRA, CRE</i>	<i>TULSA, OK - Robert E. Gray, MAI</i>
<i>MEMPHIS, TN - J. Walter Allen, MAI</i>	<i>WASHINGTON, DC - Patrick C. Kerr, MAI, SRA</i>
<i>MIAMI, FL - Michael Y. Cannon, MAI, SRA, CRE</i>	<i>WILMINGTON, DE - Douglas Nickel, MAI</i>
<i>MILWAUKEE, WI - Sean Reilly, MAI</i>	<i>IRR de Mexico - Oscar J. Franck</i>

Corporate Office

1133 Avenue of the Americas, 27th Floor, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail Integra@irr.com
Website: www.irr.com

ADDENDUM B

PROPERTY INFORMATION

**AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT
AND GENERAL RELEASE OF CLAIMS**

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT AND GENERAL RELEASE OF CLAIMS (this "Agreement") is made to be effective as of February 1, 2007 ("Effective Date"), and is by and between Steven C. Gronlund, an individual ("Gronlund"), Alex Gonzalez, as Trustee of the Oasis Land Trust, a Land Trust ("Gonzalez"), and The Mountain Springs Oasis, LLC, a Nevada limited liability company ("Oasis") (Gronlund, Gonzalez, and Oasis are sometimes collectively referred to as "Seller") and COR-MC, Inc., a California corporation ("Buyer").

RECITALS

A. Oasis owns that certain unimproved real property located in the County of San Bernardino, State of California, consisting of two separate parcels (collectively, the "Property") as follows: (i) approximately 170 acres and designated as Assessor Parcel No. 656-251-01 ("Parcel A"); and (ii) approximately 33 acres and designated as Assessor Parcel Nos. 656-241-07 and 656-241-09 ("Parcel B"). The full legal description of the Property, including Parcel A and Parcel B, is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Seller and Buyer have a dispute regarding the legal effectiveness of certain documents and actions relating to the purchase and sale of the Property including, without limitation, an Option Agreement dated February 12, 2003 (the "Option Agreement"), and an Option Extension Agreement dated December 9, 2004 (the "Option Extension Agreement") (the Option Agreement and Option Extension Agreement are collectively referred to as "the Option"), as well as various escrow instructions with EBS Escrow (the "Dispute"). The Dispute generally pertains to whether the exercise or attempted exercise of the Option by Buyer was legally sufficient and created a valid and binding agreement under which Seller is obligated to sell the Property to Buyer.

C. Buyer has filed a Complaint for, among other causes of action, Specific Performance and Breach of Contract in the Superior Court of the County of Riverside, Case No. RIC-434655, alleging the Dispute and seeking to require Seller to honor the Option Agreement (the "Complaint"). Buyer also filed in connection with the Complaint a Notice of Pending Action (the "Lis Pendens") and caused the same to be recorded against the Property in the Official Records of San Bernardino County, California. Seller specifically denies any and all liability or wrongdoing in connection with the Dispute and the Complaint, challenges the validity of the Lis Pendens, and denies that Buyer has any presently existing rights under the Option.

D. Pursuant to this Agreement, Buyer and Seller desire to provide for: (i) the resolution of the Dispute (and the release of any and all claims Buyer and Seller may have against one another in any way related to the Dispute and/or the allegations in the Complaint), the dismissal of the Complaint and the withdrawal of the Lis Pendens; and

(ii) the purchase of that portion of Parcel A located south of Interstate 40 of the Property consisting of approximately 151 acres (the "Sale Property") by Buyer from Oasis on the terms and conditions specified below. The Property less the Sale Property shall be referred to hereinafter as the "Retained Property."

E. Gronlund was the original purchaser of the Property. After the purchase and grant of the Option but before the filing of the Complaint, Gronlund transferred the Property to Gonzalez and Gonzalez transferred the Property to Oasis. Gronlund is the managing member of Oasis.

F. The Sale Property includes the entire fee simple interest in and to the Sale Property, plus (i) all tenements, easements, rights-of-way and appurtenances belonging to or in any way belonging to or held by Seller and pertaining to the Sale Property; (ii) all utility contracts, materials, governmental approvals, air rights and development rights pertaining to the Sale Property, if any; and (iii) any mineral rights and/or water rights in, under, on or above the Sale Property or appurtenant thereto which are owned by Seller or any of them.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. RESOLUTION OF THE DISPUTE.

a. Buyer's Dismissal of the Complaint and Release of the Lis Pendens. Immediately upon the full execution of this Agreement, Buyer shall: (i) cause to be filed with the Riverside Superior Court a dismissal with prejudice of the entire action contemplated by the Complaint; (ii) cause to be recorded against the Sale Property in the Official Records of Riverside County a Release of the Lis Pendens; and, (iii) cause to be delivered to Seller file-stamped conformed copies of the documents described in Section 1.a.(i) and (ii) above.

b. Release by Seller. Seller, on behalf of themselves and their assignors, assigns, employees, members, managers, trustees, trustors, beneficiaries, predecessors and successors-in-interest and attorneys (collectively the "Seller Releasing Parties"), hereby forever unconditionally releases and discharges Buyer and their employees, assignors, assigns, predecessors and successors-in-interest, and attorneys (collectively the "Buyer Released Parties"), from any and all rights, liabilities, claims, demands, damages, costs, fees, expenses, losses, judgments, liens, interests, debts, actions, and causes of action that the Seller Releasing Parties, collectively and individually, have, had or may have, arising or accruing on or before the date hereof, regardless of whether asserted before, on or after the date hereof, and regardless of whether known or unknown, including, but not limited to, claims for: breach of any contract, express or implied, and breach of any covenant of good faith and fair dealing, express or implied in any way related to the Property, the Dispute, the Complaint or the

Lis Pendens, but specifically excluding any rights arising out of this Agreement (collectively the "Seller Released Claims").

c. **Covenant Not to Sue by Seller.** Seller, on behalf of itself and on behalf of the Seller Releasing Parties, hereby forever unconditionally agrees and covenants to refrain from suing Buyer and any of the Buyer Released Parties or bringing any action of any kind whatsoever against Buyer or any of the Buyer Released Parties with respect to the Seller Released Claims.

d. **Release by Buyer.** Buyer, on behalf of itself and its employees, directors, shareholders, officers, assignors, assigns, predecessors and successors-in-interest, and attorneys (collectively the "Buyer Releasing Parties"), hereby forever unconditionally releases and discharges Seller and their employees, assignors, assigns, managers, trustees, trustors, beneficiaries, predecessors and successors-in-interest and attorneys (collectively the "Seller Released Parties") from any and all rights, liabilities, claims, demands, damages, costs, fees, expenses, losses, judgments, liens, interests, debts, actions, and causes of action that the Buyer Releasing Parties, collectively and individually, have, had or may have, arising or accruing on or before the date hereof, regardless of whether asserted before, on or after the date hereof, and regardless of whether known or unknown in any way related to the Property, the Dispute, the Complaint or the Lis Pendens, but specifically excluding any rights arising out of this Agreement (collectively the "Buyer Released Claims").

e. **Covenant Not to Sue by Buyer.** Buyer, on behalf of itself and on behalf of the Buyer Releasing Parties, hereby forever unconditionally agrees and covenants to refrain from suing Seller or any of the Seller Released Parties or bringing any action of any kind whatsoever against Seller or any of the Seller's Released Parties with respect to the Buyer's Released Claims.

f. **Unknown Claims.** Seller, on its behalf and on behalf of the Seller Releasing Parties, and Buyer, on their behalf and on behalf of the Buyer Releasing Parties, understand and hereby agree that this Agreement shall act as a release of any and all Seller Released Claims and Buyer Released Claims, respectively, whether known or unknown, arising, accruing or based on facts, events or circumstances in existence on or before the date hereof, whether known or unknown, that each of the Parties has, had or may have against each of the other Parties relating to the Seller's Released Claims and the Buyer's Released Claims.

In this connection, Seller, on its behalf and on behalf of the Seller Releasing Parties, and Buyer, on their behalf and on behalf of the Buyer Releasing Parties, acknowledge that each hereby releases the Seller's Released Claims and the Buyer's Released Claims, respectively, whether such currently are known or unknown, foreseen or unforeseen, suspected to exist or not suspected to exist, and each of the Parties acknowledges that each has read, is familiar with, understands and waives the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Furthermore, each Party acknowledges that the foregoing waivers were separately bargained for and are a key element of the consideration for entering into this Agreement.

g. **No Admission of Liability.** This Agreement is a compromise of disputed claims, and the execution of this Agreement shall not be considered or treated at any time for any purpose as an admission of liability by either Buyer or Seller. The negotiation and consummation of this Agreement shall not imply any past or present wrongdoing on the part of any of the Parties; and no person, whether a Party to this Agreement or not, may infer such wrongdoing on the part of any of the Parties.

h. **No Duress.** Each of the Parties hereto acknowledges that it has been advised by or has had the opportunity to consult legal counsel in connection with the granting of the releases contained in this Agreement and that this Agreement is entered into freely, without duress, coercion, menace or other undue influence.

i. **Voluntary Execution.** Each of the Parties hereto: (i) voluntarily and knowingly executes this Agreement with the intent of effecting the extinguishment of the Seller's Released Claims and the Buyer's Released Claims, whichever applies; (ii) has read this Agreement and understands all of its terms; and (iii) has executed this Agreement, with full knowledge of its significance, without relying upon any representations or warranties, except those set forth as provided for herein, by any of the other Parties or their attorneys.

j. **Representations and Warranties.** Each of the Parties hereto represents and warrants that: (i) the person executing this Agreement on behalf of such Party has the authority to execute and deliver this Agreement; (ii) he or it has taken all necessary action to authorize the execution and delivery of this Agreement; and (iii) he or it has all requisite power to consummate the transactions contemplated by this Agreement and to perform the obligations under this Agreement.

k. **Effectiveness of Agreement and Releases.** This Agreement and the releases in this Agreement shall become effective on the Effective Date.

l. **No Transfer of Claims.** Except as otherwise provided herein, each Party warrants and represents to the other Party that it has not transferred, assigned, sold, hypothecated or otherwise conveyed, or purported to transfer, assign, sell, hypothecate or otherwise convey, any of the Seller's Released Claims or the Buyer's Released Claims, as the case may be, and each Party hereby agrees to save, hold harmless, indemnify and defend (with counsel reasonably acceptable to the indemnified

Party) the other Party from and against any and all loss, cost, fees, claims, damages or expenses (including without limitation reasonable attorneys' fees, costs and disbursements) in any way arising out of a breach of the foregoing representations in this section and above.

2. **AGREEMENT OF PURCHASE AND SALE.** Oasis hereby agrees to sell the Sale Property to Buyer and Buyer hereby agrees to purchase the Sale Property from Seller pursuant to the terms and conditions of this Purchase Agreement.

a. **Purchase Price.** The purchase price ("Purchase Price") for the Sale Property is Nine Hundred Eighty-One Thousand Five Hundred Dollars (\$981,500).

b. **Payment of Purchase Price.** On or before one (1) business day prior to the Closing Date, Buyer shall pay the Purchase Price to Seller (inclusive of the Initial Deposit defined below), in full, through Escrow by (i) cashiers check, or (ii) wire delivery of funds through the Federal Reserve System to an escrow account designated in writing by Escrow Holder and in turn paid by Escrow Holder to Seller at Closing by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

3. **ESCROW; INITIAL DEPOSIT.**

a. **Escrow.** Immediately following the full execution of this Agreement, Buyer and Seller shall submit this Agreement to Escrow at Lawyers Title, 27727 Jefferson Avenue, #102, Temecula, California 92591, Escrow No.7701006JB, Escrow Officer: Jackie Benson ("Escrow Holder" or "Title Company" as the case may be). The purchase and sale transaction contemplated by this Agreement shall be consummated through Escrow at the offices of Escrow Holder.

b. **Initial Deposit.** Buyer represents it previously made a deposit into Escrow in the amount of Five Thousand Dollars (\$5,000) ("Initial Deposit"), which shall be nonrefundable to Buyer except in the event of a material breach of this Agreement by Seller, but applicable to the Purchase Price. Amounts previously paid by Buyer to Seller for the Option do not apply to the Purchase Price.

4. **"AS IS, WHERE IS" Transaction.** As an essential inducement to Seller to enter into this Agreement, Buyer acknowledges, understands, and agrees that neither the Seller nor any of its agents, brokers, officers, directors, employees or shareholders have made and do not make any representations or warranties of any kind whatsoever, whether oral or written, express or implied, with respect to the Sale Property; and (B) the Sale Property is being sold in its "AS IS, WHERE IS" condition.

5. **CONDITION OF TITLE.** Oasis agrees that on the date Escrow closes it shall deliver marketable fee simple title in and to the Sale Property to Buyer subject to no exceptions other than:

a. A lien for real estate taxes and assessments not yet due or payable, allocable for the period following close of Escrow; and

b. All other exceptions to title set forth in the preliminary title report issued by the Title Company following the Effective Date ("Title Commitment"); and

6. **TITLE INSURANCE.** At the close of Escrow, Title Company shall issue to Buyer, its standard form CLTA Owner's policy of title insurance ("Title Policy") with a stated liability in the amount of the Purchase Price, showing fee title to Parcel A vested in Buyer, subject only to the conditions of title specified in Section 5 hereinabove. The Title Policy shall also include all endorsements and binders available for issuance by Title Company that are reasonably required (and paid for) by Buyer and which are available to Title Company to issue.

7. **REAL ESTATE BROKERS.** Each party warrants and represents to the other that said party has not had any dealings regarding the Sale Property through or with any licensed real estate broker or other person who can legally enforce a claim of right to a commission or finder's fee against the Seller in this transaction or in any transaction related to this transaction. Each Party shall indemnify, defend, protect and hold the other Party free and harmless (including paying reasonable attorneys' fees) from any claims relating to any and all such commissions or finders' fees allegedly constituting a breach of the foregoing warranty and representation.

8. **CLOSE OF ESCROW.**

a. **Date for Close of Escrow.** Escrow shall close on (or, at Buyer's option, before) the date which is sixty (60) days following the Effective Date ("Closing Date" and/or the "Closing"). Escrow shall close at the offices of the Title Company. If by the Closing Date, Escrow has not closed and this Agreement has not otherwise been terminated, then (unless otherwise agreed in writing) this Agreement shall automatically be terminated and Escrow shall be canceled, Seller shall retain the Initial Deposit, and neither party shall have any further obligation to each other under the purchase and sale provisions of this Agreement.

b. **Seller's Deposits Into Escrow.** Not less than three (3) business days prior to the Closing Date, Seller (or its § 1031 accommodator) shall deposit into Escrow the following documents and instruments:

(i) One (1) duly executed and acknowledged grant deed ("Grant Deed") conveying the Sale Property to Buyer, in the form of Exhibit "B" attached hereto and incorporated herein by reference.

(ii) Two (2) duplicate original certifications of Seller's non-foreign status executed by Seller and dated as of the Closing Date ("FIRPTA Certificate"), in the form of Exhibit "C" attached hereto and incorporated herein by this reference, executed by Seller.

(iii) All original permits, licenses and reports, if any, relevant and necessary to the continued operation of the Sale Property.

(iv) Such other documents including but not limited to Escrow Company's standard escrow instructions and funds as are required or necessary to consummate the transaction described herein.

c. **Buyer's Deposits Into Escrow.** Buyer shall deposit into Escrow the following documents and instruments:

(i) Not less than one (1) business day prior to the Closing Date, the Purchase Price (inclusive of the Initial Deposit) by (i) cashier's check, or (ii) wire delivery of funds through the Federal Reserve System to an escrow account designated in writing by Escrow Holder and in turn paid by Escrow Holder to Seller at Closing by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

(ii) Not less than three (3) business days prior to the close of Escrow, such other documents including but not limited to Escrow Company's standard escrow instructions and funds as are required or necessary to consummate the transaction described herein.

d. **Prorations.** Rentals, revenues, and other income, if any, from the Sale Property, and taxes (including supplemental taxes, if any, that may not have been billed but which are attributable to periods prior to the date Escrow closes) and other expenses, if any, affecting the Sale Property shall be prorated as of 11:59 p.m. (Pacific Standard time) on the calendar day preceding the Closing Date. If Seller appeals the assessment of the Sale Property made by any Tax Assessor in accordance with applicable law and is successful in such appeal, in which event, the parties agree to re-prorate the taxes based on the actual tax bill for the year of closing with each party bearing its proportionate share of the cost of the appeal based upon the number of days in the year such party was obligated for such taxes. If for any reason any amounts cannot be prorated on the date Escrow closes, they will be prorated outside of Escrow as soon as said amounts may be determined. The obligations contained herein shall survive the close of Escrow.

e. **Closing Costs.** Oasis shall pay all (100%) of the premium for the Title Policy attributable to a standard CLTA policy of title insurance, and all (100%) of all State or County transfer, stamp or sales taxes levied on this transaction. Buyer shall pay all (100%) of any extended coverage portion of the Title Policy and all endorsements issued in connection with the Owner's Title Policy, and all (100%) of costs associated with any financing of the Purchase Price (e.g., points, document fees, sub-escrow fees, recording fees, etc.) or title insurance for any lender. All other costs and expenses (e.g., Escrow Fees, government service fees, recording fees, notary fees, delivery and courier fees) shall be paid one-half (50%) by Seller and one-half (50%) by Buyer. Each party

shall bear the cost of its own legal and consulting fees. Oasis shall bear all costs of using a § 1031 accommodator.

9. POST-CLOSING OBLIGATIONS.

a. Buyer's Post Closing Obligations.

(i) Processing of Lot Line Adjustment to Create the Sale Property as a Separate Legal Parcel and Reconveyance of the Balance of Parcel A.

From and after the close of Escrow, Buyer shall use commercially reasonable efforts to obtain approval of a lot line adjustment (or, if necessary, another appropriate land use approval as required by the County of San Bernardino) to create the Sale Property as a separate legal parcel (with the balance of Parcel A [i.e., all portions thereof north of Interstate 40 (the "Remainder Parcel") being included within Parcel B). Immediately upon recordation of the lot line adjustment (or other land use approval if required by the County of San Bernardino), Buyer shall transfer free and clear of any financial encumbrance its entire fee simple interest in and to the Remainder Parcel, plus (i) all tenements, easements, rights-of-way and appurtenances belonging to or in any way belonging to or held by Buyer and pertaining to the Remainder Parcel; (ii) all utility contracts, materials, governmental approvals, air rights and development rights pertaining to the Remainder Parcel, if any; and (iii) any mineral rights and/or water rights in, under, on or above the Remainder Parcel or appurtenant thereto which are owned by Buyer by way of grant deed (which shall contain the deed restriction described in Section 10.a. below) to Seller or its successors and assigns for no additional consideration whatsoever (although Buyer and Seller shall share equally all costs incurred in connection with the processing and approval of the lot line adjustment (or other land use approval if required by the County of San Bernardino), and Buyer shall not be obligated to transfer the Remainder Parcel to Seller until such time as Seller has paid its share of the costs to accomplish the lot line adjustment (or other land use approval required by the County of San Bernardino). During the pendency of Buyer's LLA application or other appropriate land use approval, Buyer will cooperate with the processing by Oasis of plans, permits, subdivision, and entitlements on the Remainder Parcel for the benefit of Oasis and Oasis' intended project(s). Oasis has the option to require Escrow and Title Insurance at its cost. Such transfer of the Remainder Parcel shall be on an "as-is" basis, without representation or warranty of any kind (except that it is free and clear and that Buyer has transferred its entire interest), and shall be subject only to such matters existing as of the Closing Date and those required in connection with obtaining approval of the lot line adjustment (or other land use approval if required by the County of San Bernardino).

(ii) Payment of Taxes and Assessments. From and after the close of Escrow, Buyer shall pay all taxes and assessments on Parcel A when due; provided, however, Seller shall have an obligation to reimburse Buyer for any and all real property taxes and assessments paid by Buyer for the Remainder Parcel, and such reimbursement shall be a contingency to Buyer's obligation to reconvey the Remainder Parcel. Seller's share of the property taxes and assessments shall be 19/170 (11.12%) of the property taxes and assessments attributable to assessed land value only. The parties

specifically acknowledge that the transfer contemplated by this Agreement will subject Parcel A to a "change of ownership" property tax reassessment.

b. **Seller's Post Closing Obligations.** Seller shall cooperate with Buyer and execute any and all documentation necessary or appropriate to accomplish Buyer's post-closing obligations as set forth in Section 9.a. above. Within 60 days of closing, Oasis shall change the legal name of its LLC to remove the word "Oasis."

c. **Mutual Post Closing Obligations.** Oasis and Buyer shall cooperate in good faith one with another in connection with their respective developments of the Sale Property and the Retained Property, including, without limitation, the granting of reasonable access and utility easements, at no expense to the granting party whatsoever and so long as such easements do not unreasonably interfere with the development of the granting party's property.

10. **DEED RESTRICTIONS.**

a. **Parcel B and the Remainder Parcel.** Notwithstanding any other provision to the contrary which may be contained in this Agreement, it is specifically agreed by and between Buyer and Seller that the Deed to be delivered by Seller to Buyer at Close of Escrow shall contain the following restriction for the benefit of Buyer:

"This Deed is made and accepted by Grantee with the express understanding that the property described in Schedule "2" attached hereto and made a part hereof, or any part thereof, shall not: (i) be used for the sale, discharge or other distribution of diesel fuel with the exception of one (1) single fuel facility of three (3) contiguous acres or less (the legal parcel may be larger, but the fueling facility shall not exceed three (3) acres); and (ii) contain signage of any type or kind containing the word "Oasis" or for any truck stop, travel center or combined truck stop and travel center, whether on or off-site. Said restrictions shall be deemed a burden on the lands described in said Schedule "2" and shall run with said lands from the date of recordation of this Deed. The restriction set forth in subsection (i) above shall expire on the earlier to occur of ten (10) years from the Effective Date, or two (2) years from the date of the County of San Bernardino's approval of a lot line adjustment or other land use approval reducing the property described in Schedule "1" to that portion thereof south of Interstate 40 (or three (3) years from such date if an Environmental Impact Report is required by the County of San Bernardino in connection with such lot line adjustment or land use approval) if Buyer has not yet then commenced to sell, discharge or otherwise distribute diesel fuel from the Sale Property. The restriction set forth in subsection (ii) above shall expire on the date which is ten (10) years from the Effective Date. The restrictions contained herein shall be for the benefit of the land described in said Schedule "1" and shall be binding upon Grantor, its/their heirs, administrators, grantees, successors, lessees,

tenants, and assigns. It is further agreed that the failure of Grantee to enforce the provisions hereof in the event of a breach of said restriction, shall not be a waiver of the restriction with respect to such breach or any subsequent or different breach."

"The property described on Schedule "2" is subject to a First Right of Refusal to purchase in favor of Grantee contained in an unrecorded agreement between Grantor, Grantee, and others dated _____, 2007."

b. Parcel A. Notwithstanding any other provisions to the contrary which may be contained in this Agreement, it is specifically agreed by and between Buyer and Seller that the deed to be delivered by Oasis to Buyer at close of escrow shall contain the following restriction for the benefit of Seller:

"The property described on Schedule "1" is subject to a First Right of Refusal to purchase in favor of Grantor contained in an unrecorded agreement between Grantor, Grantee, and others dated _____, 2007."

"This deed is further made and accepted by Grantee with the express understanding that the property described in Schedule "1" is subject to an obligation of Grantee to process a lot line adjustment or obtain such other appropriate land use approval as required by the County of San Bernardino to separate that portion of the property described on Schedule "1" which is south of Interstate 40 into a separate legal parcel so that the property described on Schedule "1" which is north of Interstate 40 can be merged with the property described on Schedule "2." Grantee has an obligation pursuant to the unrecorded agreement to convey the Remainder Parcel to the grantor or its successors and assigns without any further consideration. Any attempt of Grantee to convey or encumber the property described on Schedule "1" prior to the conveyance of the Remainder Parcel as provided in the unrecorded agreement is null and void."

"The restrictions contained herein for the benefit of the land described in Schedule "2" shall be binding upon Grantee, its heirs, administrators, grantees, successors, lessees, tenants, and assigns."

11. GRONLUND NOT A DIRECTOR OF BUYER. The Parties understand and agree that Gronlund is not now, and has no right whatsoever to be in the future, a member of Buyer's Board of Directors. Notwithstanding the foregoing, prior to the Closing, Gronlund shall deposit into Escrow an executed statement to the effect that even if any facts could be construed that he has acted previously as a director of Buyer, that he nonetheless resigns from any such capacity as a director of Buyer.

12. **GRONLUND NOT A SHAREHOLDER OF BUYER.** The Parties understand and agree that Gronlund is not now, and has no right whatsoever to be in the future, a shareholder of Buyer. Notwithstanding the foregoing, prior to the Closing, Gronlund shall deposit into Escrow an irrevocable instruction directing Escrow Holder to return any shares of stock of Buyer standing in Gronlund's name back to Buyer.

13. **MUTUAL RIGHTS OF FIRST REFUSAL.** The Parties hereby grant to one another a right of first refusal (the "RFR") to purchase one another's property (specifically the Sale Property and the Seller Retained Property) upon the terms and conditions set forth below:

a. **Term of the RFR.** The term of the RFR (the "RFR Term") shall commence on the Effective Date and shall expire on December 1, 2026 (unless sooner terminated pursuant to the provisions set forth below).

b. **Consideration of the RFR.** The RFR is granted in consideration of the obligations and agreements undertaken by the Parties herein.

c. **Exercise of the RFR.** In the event either party intends to sell its respective portion of the Property (the "Affected Property"), such party (the "Offeror Party") shall deliver to the other party (the "Offeree Party") written notice of the terms of such sales transaction (the "Sale Notice") and the Offeree Party shall have fifteen (15) days from the date of the Sale Notice to deliver to the Offeror Party written notice of the Offeree Party's election to purchase the Affected Property on the terms and conditions of the Sale Notice (the "RFR Notice") (in the event the Offeree Party does not give timely the Offeror Party the RFR Notice, the RFR, as it relates to the Affected Property, shall immediately terminate without further action by either Party).

d. **Purchase and Sale.** Provided the RFR has been timely exercised as described above, the Offeror Party agrees to sell the Affected Property to the Offeree Party, and the Offeree Party agrees to purchase the Affected Property from the Offeror Party, for a purchase price as indicated below (the "Affected Property Purchase Price"), payable as set forth below, and otherwise on terms and conditions mutually acceptable to the Offeror Party and the Offeree Party. In no event shall the close of escrow exceed sixty (60) days after the date of the RFR Notice.

e. **Affected Property Purchase Price and Payment Thereof.** The Affected Property Purchase Price shall mean the cash price that a willing buyer would pay to a willing seller for the Affected Property when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts on the date of the RFR Notice (the "Affected Property FMV"). The Affected Property Purchase Price shall be payable in cash, and a deposit shall be required to be deposited by the Offeree Party upon the opening of escrow in the amount of six percent (6%) of the Affected Property Purchase Price (if it is less than One Million Dollars (\$1,000,000)), or in the amount of three percent (3%) of the Affected Property Purchase Price (if it is One Million Dollars (\$1,000,000) or more).

f. Affected Property FMV. The Offeror Party and the Offeree Party shall use their best efforts to mutually agree upon the Affected Property FMV. If the parties are unable to so agree within thirty (30) days of the date of the RFR Notice, the Offeror Party shall appoint, within forty (40) days of the date of the RFR Notice, one (1) appraiser, and the Offeree Party shall appoint within forty (40) days of the date of the RFR Notice, one (1) appraiser. The two (2) appraisers shall within a period of five (5) additional days, agree upon and appoint an additional appraiser. The three (3) appraisers shall, within sixty (60) days after the appointment of the third appraiser, determine the Affected Property FMV in writing and submit their report to all the parties. The Affected Property FMV shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two (2) appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Affected Property FMV. Each party shall pay for the services of the appraiser selected by it, plus one half of the fee charged by the third appraiser, and one half of all other costs relating to the determination of the Affected Property FMV. Notwithstanding the provisions of Section 13.d. above, the close of escrow shall be extended to allow for the process described above in this Section 13.f.

14. NOTICES. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either Section 14(a) or 14(b) shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to Section 14(c) shall be deemed received on the date indicated on the return receipt (or, if delivery is refused, five (5) days following deposit in the mail).

Seller: Mr. Steven C. Gronlund
43513 Ridge Park Drive
Temecula, CA 92590

With Copy to: Jon H. Lieberg, Esq.
JON H. LIEBERG A.P.L.C.
41911 Fifth Street, Suite 300
Temecula, CA 92590
Telephone No.: (951) 699-6600
Facsimile No.: (951) 699-6616

Buyer: COR-MC, Inc.
P.O. Box 2461
Borrego Springs, CA 92004

With Copy to: Parks & Oberhansley, APLC
27555 Ynez Road, Suite 207
Temecula, California 92591
ATTN: Philip D. Oberhansley, Esq.
Telephone No.: (951) 699-4200
Facsimile No.: (951) 699-1200

15. **DEFAULT.**

a. **Seller's Default: Buyer's Remedies.** If, at Closing, any of Seller's representations and warranties contained herein shall not be true and correct in any material respect, or if Seller fails to perform in any material respect any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to consummate the transaction contemplated hereby), and Buyer is not in material default under this Agreement, Buyer shall have the option to pursue any and all remedies against Seller at law or in equity.

b. **Buyer's Default: Seller's Remedies.** If, at Closing, any of Buyer's representations and warranties contained herein shall not be true and correct in any material respect, or if Buyer fails to perform in any material respect any of the covenants and agreements contained herein to be performed by Buyer within the time for performance as specified herein (including Buyer's obligation to consummate the transaction contemplated hereby), and Seller is not in material default under this Agreement, Seller may terminate Seller's obligations under this Sale Agreement by written notice to Buyer. If Seller so terminates its obligations under this Sale Agreement, any documents in Escrow shall be returned to the party depositing the same, this Sale Agreement shall be terminated, Escrow, if any, shall be canceled, the Initial Deposit shall remain the property of Seller, and neither party shall (unless otherwise set forth in this Agreement) have any further obligation or liability one to the other. IT IS ACKNOWLEDGED AND AGREED BY SELLER AND BUYER THAT THE AMOUNT OF DAMAGES TO BE SUFFERED OR INCURRED BY SELLER IN THE CASE OF BUYER'S BREACH OR DEFAULT UNDER THIS SALE AGREEMENT OR FAILURE TO CONSUMMATE THE PURCHASE OF THE PROPERTY WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH OR ASCERTAIN. THEREFORE, SELLER AND BUYER HEREBY AGREE THAT IF BUYER FAILS TO PURCHASE OR ACQUIRE THE PROPERTY FOR ANY REASON (OTHER THAN A TERMINATION HEREOF PURSUANT TO A RIGHT OF BUYER OR A BREACH BY SELLER HEREUNDER), BUYER AGREES TO PAY TO SELLER, THE ENTIRE INITIAL DEPOSIT (THE "LIQUIDATED DAMAGES"). THE LIQUIDATED DAMAGES SHALL REPRESENT LIQUIDATED DAMAGES TO SELLER IN LIEU OF ANY RIGHT OF SELLER TO DAMAGES, EITHER IN LAW OR EQUITY, OR ANY RIGHT TO SELLER OF SPECIFIC PERFORMANCE OF THIS AGREEMENT. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 15.b. AND BY THEIR SIGNATURES IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. THE FOREGOING REMEDY SHALL CONSTITUTE SELLER'S EXCLUSIVE REMEDY FOR BUYER'S BREACH. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION ISSUES A FINAL ORDER TO THE EFFECT THAT SELLER IS NOT ENTITLED TO RETAIN THE LIQUIDATED DAMAGES, THEN, IN SAID EVENT, SELLER SHALL HAVE THE RIGHT TO RECOVER FROM BUYER ALL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S

BREACH.

Steven C. Gronlund, an individual

COR-MC, Inc., a California
corporation

By: _____

Jay M. McLaughlin
Its: President

Alex Gonzalez, as Trustee of the Oasis Land
Trust, a Land Trust

MOUNTAIN SPRINGS OASIS, LLC, a
Nevada limited liability company

By: _____

Its: Secretary

By: _____

Steven C. Gronlund
Its: Managing Member

16. **ATTORNEYS' FEES.** If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred in connection with the prosecution or defense of such action. The foregoing includes, without limitation, attorneys' fees and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 U.S.C. 101 et seq., or any successor statutes, or expert witness fees and costs. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

17. Intentionally omitted.

18. **CONDEMNATION.** In the event of the institution of any proceeding (judicial, administrative or otherwise), which shall relate to the proposed taking of all or any portion of the Sale Property by eminent domain, or in the event of the taking of all or any portion of the Sale Property by eminent domain prior to the close of Escrow, Buyer shall have the right and option to terminate this Agreement by giving Seller notice to such effect within ten (10) calendar days after its receipt of written notice of any such occurrence. Seller shall promptly furnish Buyer with written notice in respect of such occurrence. Should Buyer so terminate this Agreement, then this Agreement shall be

terminated, Escrow shall be canceled, the Initial Deposit shall immediately be returned to the Buyer (including all interest earned thereon), and neither party shall (unless otherwise set forth in this Agreement) have any further obligation or liability one to the other. If Buyer does not so terminate this Agreement, Buyer shall accept conveyance of the Sale Property subject to such proceeding or without the portion of the Sale Property taken, and Seller shall thereupon, at close of Escrow, assign and transfer to Buyer all of the right, title and interest of Seller, as owner of the Sale Property, in and to such proceeding and the proceeds of the award to be made in such proceeding, and turn over to Buyer the proceeds of any award (or payment made pending the making of the award) already received by Seller.

19. **POSSESSION.** Possession of the Sale Property shall be delivered to Buyer on the date Escrow closes; provided, however, that Seller shall afford authorized representatives of Buyer reasonable access to the Sale Property for the purposes of satisfying Buyer with respect to the representations, warranties, and covenants of Seller contained herein and with respect to the satisfaction of any conditions precedent to the close of Escrow contained herein.

20. **MISCELLANEOUS.**

a. **Invalidity of Provision.** If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, or the validity or enforceability for this Agreement as a whole.

b. **Amendments.** No addition to or modification or any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by all parties.

c. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature page(s) executed by one or more of the other Parties. Each of the Parties agrees that each of the other Parties may rely upon the facsimile signature of any Party on this Agreement as constituting a duly authorized, irrevocable, actual, current, delivery of this Agreement as fully as if this Agreement contained the original ink signature of the Party or Parties supplying a facsimile signature.

d. **Governing Law.** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California and any question arising thereunder shall be construed or determined according to such law.

e. Assignment, Successors and Assigns. At close of Escrow, Buyer shall have the right to assign its obligations under this Agreement to a third party or entity, however, said assignment shall not relieve Buyer from any obligation or liability hereunder. Except as set forth above, neither Buyer nor Seller shall assign its rights and obligations hereunder without the prior written consent of the other party. Subject to the foregoing restriction, the provisions of this Agreement shall be binding upon and inure to the benefit of all affiliates, parent corporations, subsidiaries, assigns, successors-in-interest, personal representatives, administrators, spouses, family members, relatives, heirs, devisees and legatees of the parties hereto.

f. Additional Documents. Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

g. Entire Agreement. This Agreement, together with the Exhibits hereto and the documents referred to herein, constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any prior correspondence, memoranda or Agreements between Buyer and Seller (or one or more of them) are replaced in their entirety by this Agreement, the Exhibits hereto, and the documents referred to herein.

h. Time of Essence. Time is of the essence in the performance of each and every provision of this Agreement.

i. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of close of Escrow, shall be deemed to be material, and shall survive the execution and delivery of this Agreement and the delivery of the Warranty Deed and transfer of title. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller or Buyer in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

j. Interpretation of Agreement. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings of the Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Further, each of the parties acknowledge and agree that: (i) this Agreement was negotiated and is the final product of previous drafts prepared after review and discussion among the parties and their counsel; (ii) no inferences are to be drawn, and no conclusions are to be made, based on the fact that a particular provision contained in a draft of this Agreement is not included in the executed version of this Agreement; and (iii) the terms of this Agreement shall be fairly construed and any rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

k. Incorporation of Recitals. The Recitals set forth above are incorporated herein by reference.

l. Like-Kind Exchange. Oasis shall have the right to do an IRC Section 1031 like-kind exchange at no cost or liability to Buyer so long as such exchange does not delay the Close of Escrow.

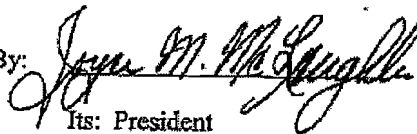
IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date first above written and this Agreement shall be deemed executed in the County of Riverside, State of California.

SELLER

BUYER

Steven C. Gronlund, an individual

COR-MC, Inc., a California
corporation

By: 
Its: President

Alex Gonzalez, as Trustee of the Oasis Land
Trust, a Land Trust

MOUNTAIN SPRINGS OASIS, LLC, a
Nevada limited liability company

By: _____
Its: Secretary

By: _____
Steven C. Gronlund
Its: Managing Member

EXHIBIT "A" TO AGREEMENT

Legal Description of the Sale Property

ACKNOWLEDGEMENT GRANT DEED

State of California §
 §
County of _____ §

On _____, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared _____, known to me to be the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument, on behalf of _____, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENT GRANT DEED

State of California §
 §
County of _____ §

On _____, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared _____, known to me to be the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument, on behalf of _____, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENT GRANT DEED

State of California §
 §
County of _____ §

On _____, 2007, before me, the undersigned, a Notary Public, in
and for said State, personally appeared _____, known to
me to be the _____ of
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person who executed the within Instrument,
on behalf of _____, the corporation therein
named, and acknowledged to me that such corporation executed the within instrument
pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENT GRANT DEED

State of California §
 §
County of _____ §

On _____, 2007, before me, the undersigned, a Notary Public, in
and for said State, personally appeared _____, known to
me to be the _____ of
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person who executed the within Instrument,
on behalf of _____, the corporation therein
named, and acknowledged to me that such corporation executed the within instrument
pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENT GRANT DEED

State of California §
 §
County of _____ §

On _____, 2007, before me, the undersigned, a Notary Public, in
and for said State, personally appeared _____, known to
me to be the _____ of
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person who executed the within Instrument,
on behalf of _____, the corporation therein
named, and acknowledged to me that such corporation executed the within instrument
pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

(Seal)

GRANT DEED

_____, 2007

TO: San Bernardino County Clerk/Recorder

Dear County Clerk/Recorder:

In accordance with Section 11932 of the Revenue and Taxation Code, the undersigned hereby requests that this statement of documentary transfer tax not be recorded with the attached Grant Deed but be affixed to the Grant Deed after recordation and before return as directed on the Grant Deed.

The Grant Deed names COR-MC, Inc., a California corporation as Grantee. The Sale Property that is the subject of the Deed is located in the County of San Bernardino, State of California.

The amount of documentary transfer tax due on the attached Grant Deed is \$1,079.65, computed on the full value of the Sale Property.

GRANTOR

Mountain Springs Oasis LLC
a Nevada limited liability company

By: _____
Steven C. Gronlund
Its Managing Member

EXHIBIT "C " TO AGREEMENT

Certificate of Non-Foreign Status

Transferor's Certification of Non-Foreign Status

To inform COR-MC, Inc., a California corporation ("Purchaser") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") will not be required upon the sale of that certain real property located in San Bernardino County, State of California, said Sale Property being more particularly described in Schedule "I" attached hereto and incorporated herein by reference, the undersigned ("Seller") hereby certify as follows:

- (1) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
- (2) Seller's U.S. Employer Identification Number is as follows:
- (3) The address for Seller is as follows:

o/o Steven C. Gronlund
43513 Ridge Park Drive
Temecula, CA 92590

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, we declare that we have examined this certification and, to the best of our knowledge and belief, it is true, correct, and complete, and we further declare that we have authority to sign this document on behalf of Seller.

Dated: _____, 2007

Mountain Springs Oasis LLC
a Nevada limited liability company

By: _____
Steven C. Gronlund
Its Managing Member

**Schedule "1" to Certificate of Non-Foreign Status
Legal Description of Parcel A**

LAND USE SERVICES DEPARTMENT

PLANNING DIVISION

385 North Arrowhead Avenue • San Bernardino, CA 92415-0182 • (909) 387-4131
Current Planning Fax (909) 387-3249 • Advance Planning Fax (909) 387-3223
15505 Civic Drive • Victorville, CA 92392 • (760) 243-8245 • Fax (760) 243-8212
<http://www.sbcounty.gov/landuseservices>



COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP

MICHAEL E. HAYS
Director of Land Use Services

November 7, 2003

Cor-Mc
Attn: Kirk McLaughlin
43533 Ridge Park Drive
Temecula, CA 92590

Cor-Mc
Attn: Ray McLaughlin
PO Box 2461
Borrego Springs, CA 92004

Re: Pre-Application Conference for a Conditional Use Permit to establish a 4-phase multi-use development on 180 acres; Goffs; APN: 0656-241-07*/L693/DN1181-297N/PAC01

Dear Mr. McLaughlin:

County planning staff has reviewed your Pre-Application Conference application and determined that the proposed project is an allowed use in the PD 2.5 (Planned Development) land use district at the location identified by the conceptual site plan. Furthermore, staff has determined that concurrently filed Preliminary and Final Development Plans are the appropriate applications for processing your project through the reviewing agencies. In addition, if it is your wish create individual parcels, a Tentative Parcel Map (less than 5 parcels) or Tentative Tract Map (5 or more parcels) application should be filed along with the preliminary and final development plans. I have enclosed a copy of each of these applications for your use.

All site plans submitted should meet the requirements of the detailed checklists contained in the project applications.

Staff has concern regarding the environmental impacts that may result from development of this property, and has identified several areas where additional information will be necessary in order to finalize an analysis of the project. In addition to the information given below, I have attached copies of the correspondence received from other departments that enumerate potential conditions of approval, design requirements and additional studies requested. The principle issues are land use, flood hazards, wind and water erosion, biological resources, cultural/paleontologic resources, air quality, water supply, visual effect, utilities/infrastructure, transportation/circulation and public services. A brief explanation for potential impact is provided for each issue.

Land Use – Compatibility with surrounding area, scenic corridor and the Mojave National Preserve will need to be examined.

Flood Hazards – a drainage study will be required.

Wind and Water Erosion – large amount of acreage to be developed and cleared of vegetation

Biological Resources – potential for protected biological species. A current biological survey with focused Desert Tortoise survey of entire site, zone of influence, and any offsite access and utility routes shall be submitted with any application.

Cultural/Paleontologic Resources – potential for cultural and paleontological artifacts

Air Quality – extensive grading during construction, truck idling, etc. An air quality analysis with CO Hotspot analysis will be required.

WALLY MILL
County Administrative Officer
JOHN BOSS
Assistant County Administrator
Economic Development and
Public Services Group

Board of Supervisors
BILL POSTHUIS First District DENNIS HANSENBERGER Third District
PAUL BIANE Second District FRED AGUIAR Fourth District
JERRY RAVES Fifth District

Cor-Mc
Pre-Application Conference Letter
L693/DN1181-297N/PAC01
November 7, 2003

2

Water Supply - unknown availability and source. A water source availability report shall be required to assess the feasibility of on-site well usage for the project.

Open Space/Scenic - very prominent location along a designated Scenic Corridor. A visual impact analysis with proposed structural elevations will be required.

Utilities/Infrastructure -- sewer/septic availability, water service, access roads

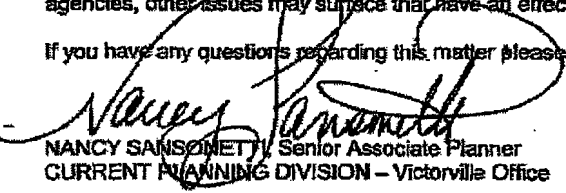
Transportation/Circulation -- significant potential traffic impacts. A Traffic Impact Analysis will be required to assess impacts and recommend mitigation

Public Services - fire and police protection at full usage

Staff recognizes that as more information becomes available, each of these issues may not materialize as a significant environmental impact. However, given the magnitude of the project and number of potential impacts, some of which may not be mitigable to a nonsignificant level, the applicant should be prepared for the possibility of a requirement for an Environmental Impact Report. This report would advise governmental decision makers and the public about potential significant environmental effects, identify the ways that environmental damage can be avoided or significantly reduced, and disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

These comments are intended to identify the major issues relating to the referenced development. Upon the submittal of the applications and the circulation of project referrals to appropriate departments and agencies, other issues may surface that have an effect on this project.

If you have any questions regarding this matter please call this office at (760) 243-8245.


NANCY SANSONETTI, Senior Associate Planner
CURRENT PLANNING DIVISION - Victorville Office

Attach: Agency correspondence letters

Enclosures: Preliminary and Final Development Plan Application
Tentative Parcel Map Application
Tentative Tract Application

cc: Judy Tatman, Supervising Planner, Current Planning Division
Bill Adams, Supervising Planner, Current Planning Division -- Application Intake
File

FAX

SURVEY
DATA
INC • 731 HOLLOW RIDGE DRIVE • ALLEN, TX 75002-4313 • 972/ 727-5820 • FAX: 972-727-0717

Date: 8/24/2006 11:45 AM	Number of pages including cover: 1
--------------------------	------------------------------------

TO:	Ray McLaughlin
	COR-MC-INC
FAX NO.	780-767-3370
PHONE NO.	769-767-3360

FROM:	Bob Youngblood
-------	----------------

SUBJECT:	Traffic Counts -- Mountain Springs Travel Plaza
----------	---

Ray:

The most current traffic that CalTrans has for your location is 2004.
The counts are east of your site and are as follows:

Total including automobiles: 16,500

Total truck including small delivery vehicles: 7,176

Total 18 wheel and larger trucks: 6,281

Hope this is what you need.

Regards,


Bob Youngblood

EXHIBIT "B" TO AGREEMENT

RECORDING REQUESTED BY AND §
WHEN RECORDED MAIL TO: §
§
§
§
§
§
§
§
§

*Space Above for Recorder's Use
Only*

GRANT DEED

The undersigned Grantor declares that documentary transfer tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended.

FOR VALUE RECEIVED, _____
("Grantor") grants to COR-MC, Inc., a California corporation ("Grantee"), all that certain real property (the "Sale Property") situated in the unincorporated area of the County of San Bernardino, State of California, more particularly described in Schedule "1" attached hereto and incorporated herein by reference.

THE SALE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO: all liens, encumbrances, easements, covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed this Grant Deed as of _____, 2007.

GRANTOR

**Schedule "1" to Grant Deed
Legal Description of Parcel A**