APPLICATION FOR THE ISSUANCE OF CONDITION OF TITLE REPORT

Applicant is in the process of investigating the Ownership of and defects, liens and encumbrances against an Interest in Land. As a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Report based upon the hereinafter defined Title Instruments, which Report will disclose the Ownership of and defects, liens and encumbrances against the hereinafter identified Interest in the hereinafter described Land. Applicant does not at this time need nor desire the benefit or protection afforded by a Policy of Title Insurance. The Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Report shall mean:
   a. Applicant - The party or parties who have executed this Application and who are named in the Report.
   b. Company - The Title Insurance Company making the Report.
   d. Land - The real property described in the Application.
   e. Interest - The Estate in the Land described on the Application.
   f. Ownership - The Vesting of title to the Interest identified in the Application.
   g. Title Instruments:
      1. Documents recorded in the Office of the County Recorder of the County in which the land is located reviewed by the Company to facilitate the Company's issuance of title insurance policies excluding therefrom, however, any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.
      2. Documents, obtained by the Company to facilitate the issuance of title insurance policies, relating to the payment of Real Estate Taxes levied on the Interest in the Land excluding therefrom, however, any special assessments which are not collected by the Tax Collector for the County in which the Land is located.

2. The Land is described as follows:

3. The Interest in the Land is a:
   ___________   a. Fee
   ___________   b. Leasehold created by ________________
   ___________   c. Other ________________

4. Applicant specifically instructs the Company to set forth in the Report only the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments. Applicant understands that during the course of preparing the Report, the Company may become aware of other matters pertaining to the Land or other Interests therein. Even if the company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.

5. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:

Condition of Title Report
a. That the Company’s sole obligation under the Report, and this Application, shall be to set forth the Ownership of and defects, liens and encumbrances against the Interest in the Land as disclosed by the Title Instruments.

b. That the Company shall not be obligated under this Report to pay costs, attorneys’ fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.

d. That the Company’s liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a Policy of Title Insurance, Binder, Commitment, or Guarantee should be requested.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Report.

f. That the Report is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.

LIMITATION OF LIABILITY
APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY’S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS REPORT SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO SET FORTH THE OWNERSHIP OF AND DEFECTS, LIENS AND ENCUMBRANCES AGAINST THE INTEREST IN THE LAND AS DISCLOSED BY THE TITLE INSTRUMENTS, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED LOSS TO THE APPLICANT; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF FIVE THOUSAND DOLLARS ($5,000.00).

ACCORDINGLY, APPLICANT REQUESTS THAT THE REPORT BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE REPORT.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTOOD ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

EXECUTED THIS __________ day of _________________________, ___________ .

(This Application must be signed by the Applicant or an agent representing the Applicant.)

APPLICANT:  
Print or Type Name  
Signature  
MAILING ADDRESS:  

AGENT FOR APPLICANT:  
Print or Type Name  
Signature  
Telephone  
MAILING ADDRESS:
COMMONWEALTH LAND INSURANCE COMPANY, a Nebraska corporation,
herein called the Company,

SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS
CONDITION OF TITLE REPORT, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO
AND MADE A PART HEREOF

REPORTS

To the party named in Schedule A, that as disclosed by the Title Instruments, the ownership of and the defects
liens and encumbrances against the Interest in the Land are as shown in Schedule B.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at the
issuing office or to:

Commonwealth Land Title Insurance Company Claims Center
PO Box 45023
Jacksonville, FLorida, 32232-5023
Attn: Claims Administration

THIS REPORT IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS
THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, IS ATTACHED HERETO.

Authorized Signature

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:  By:
Secretary  President

Condition of Title Report
CONDITION OF TITLE REPORT

SCHEDULE A

<table>
<thead>
<tr>
<th>Commitment No. 10-001908</th>
<th>Effective Date of Commitment: November 3, 2010 at 7:30 A.M.</th>
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</thead>
<tbody>
<tr>
<td>Commercial Connection No. 12343758</td>
<td>Prepared for: Cushman &amp; Wakefield</td>
</tr>
<tr>
<td>Project Name: 1450 Highway 95, Bullhead City, AZ 86442</td>
<td></td>
</tr>
</tbody>
</table>

Inquiries should be directed to: Commonwealth Land Title Insurance Company
1015 15th Street, N.W., Suite 300
Washington, D.C. 20005
Attn: David P. Nelson (DavidNelson@cltic.com)
phone: 202-312-5109 / fax: 202-737-4108

Date of Report: November 3, 2010 at 08:00 AM

1. Name of Party:

Commonwealth Land Title Insurance Company

2. The Interest referred to in the Application is:

A Fee

3. The Land referred to in the Application is described as follows:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF
LEGAL DESCRIPTION

EXHIBIT ‘‘ONE’’

The land referred to in this report is described as follows:

LOT 6, BLOCK 3, BUENA VISTA UNIT 4, TRACT 1148, according to the plat thereof, recorded August 17, 1976, at Fee No. 76-22202, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT all oil, gas, coal and other minerals in said land below a depth of 500 feet from the surface, and all underground water under, or flowing through said land, with water rights appurtenant thereto, as reserved in instrument recorded in Book 401 of Official Records, page 862.

ALSO EXCEPTING all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, or any other material which is or may be determined by the laws of the United States or of this State, or decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, on, in or under such land as reserved by the State of Arizona in 37-231, E., A.R.S. and in Patent of record.
CONDITION OF TITLE REPORT

SCHEDULE B

Chicago Title Insurance Company reports that Title Instruments, on the date hereof, disclose:

1. Ownership of the Interest is in the name of:

   First Arizona Savings and Loan Association.

2. The following defects, liens and encumbrances (which are not necessarily shown in their order of priority) against the Interest:

   1. Note: Property taxes for the current fiscal year shown below HAVE NOT BEEN PAID. For proration purposes the amounts were:

      Tax Identification No.: 214-40-016
      Year: 2010
      1st Installment: $3,575.36 (paid)
      2nd Installment: $3,575.36

   2. The liabilities and obligations against said land by reason of its inclusion within the boundaries of the following districts: HOLIDAY SHORES LIGHTING DISTRICT; COLORADO RIVER UNION HIGH SCHOOL DISTRICT; BULLHEAD FIRE COMPANY DISTRICT; BULLHEAD PEST ABATEMENT DISTRICT; BULLHEAD CITY and BULLHEAD ELEMENTARY SCHOOL DISTRICT.

   3. Reservations contained in State of Arizona Patent recorded in Book 339 of Official Records, page 52, reciting as follows: "This Patent is issued subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect".

   4. Easements, set-backs, reservations and restrictions, as shown on the recorded plat of said subdivision.

   5. All matters set forth in Covenants, Conditions and Restrictions in the Declaration of Restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income, or national origin, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as contained in instrument recorded in Book 424 of Official Records, page 609.

   6. The reservation of all oil, gas, coal and other minerals in said land, together with the right to prospect for, mine and remove the same, but only from a depth of 500 feet below the surface thereof, all as set forth in Deed recorded in Book 401 of Official Records, page 862.

   7. Any Assessments or Charges upon said land, or owner thereof, by reason of its inclusion or
3. The following matters are disclosed by name only and the Company, without additional information, is unable to determine whether any or all of these matters are defects, liens or encumbrances against the Interest:

NONE