



July 17, 2007

Carl [redacted]
Megan [redacted]
[redacted] LLC
[redacted] Ct.
Greeley, Colorado 80634

Re: \$3,000,000 re-financing commitment with an initial funding of \$500,000 secured by [redacted] Joliet St., [redacted] Dayton St., [redacted] Kenton St., and [redacted] Lansing St. in Aurora, CO and [redacted] Yosemite St. in Denver, CO

Dear Ladies and Gentleman,

I am pleased to provide you with the following outline of the term of the commitment Westerra Credit Union (Credit Union) will provide on the project referenced above. This is a commitment based on the terms contained herein. The following general terms are not all-inclusive and are subject to completion of loan documentation satisfactory to the Credit Union and its legal counsel.

Summary of Terms and Conditions

General Purpose:

Term mortgage re-financing and construct of certain Lender approved Improvements on [redacted] Joliet St., [redacted] Dayton St., [redacted] Kenton St., and [redacted] Lansing St. in Aurora, CO and [redacted] Yosemite St. in Denver, CO

Property:

[redacted] Joliet St., [redacted] Dayton St., [redacted] Kenton St., and [redacted] Lansing St. in Aurora, CO and [redacted] Yosemite St. in Denver, CO

Borrower(s):

[redacted] LLC

Guarantor(s):

Megan [redacted] and Carl A. [redacted]

Working For You

Loan Terms

Amount:

\$3,000,000 commitment. Loan amount to be restricted to the lesser of \$3,000,000 or 75% Loan to Appraised Value ("LTV"), which ever is less Initial funding by the Credit Union at closing will consist of \$500,000.00

Loan Type:

Term Loan

Term:

10 years from closing date.

Rate:

7.00% fixed for 10 years

Amortization:

Initial Principal including Interest based on a 25-year amortization (approximately \$3,533.90/month), payable in monthly arrears.

Fee:

1% origination fee, payable to Credit Union at close

Processing Fee:

A non-refundable processing fee of \$750

Prepayment Penalty:

3/2/1/0 no prepayment penalty after year 3

Closing Cost:

Out of pocket closing cost such as title and recording fee, legal counsel preparation and review of documentation to be paid by borrower

Collateral:

First Deed of Trust on offered single family residences, plus improvements thereon.

Appraisal:

The Credit Union must be in receipt, and accept an appraisal update of the project ordered by the Credit Union, which appraisal to be performed by a State Certified Appraiser. Appraisal to conclude an "as-is" value of the property and a value upon stabilization. The Credit Union reserves the right to order appraisal updates during the loan term at the borrower's expense.

Environmental:

N/A

Engineering: N/A

Escrows: The Credit Union will require escrows for taxes and property insurance.

Funding Date: Funding will be on or before July 31, 2007

Expiration Date: This commitment will expire July 31, 2007

Commitment Expiration: This Commitment Letter will expire if not executed and received by the Credit Union within five business days of letter date.

Miscellaneous Provisions

Reporting Requirements:

- a) [REDACTED], LLC to provide annual financial statements and tax returns within 45 days of year end or filing. If an extension is filed, a copy of this extension will be provided within 30 days of filing.
- b) Annual rent roll, copies of leases, operating income and expenses for the secured property on a review basis within 45 days of each year end.
- c) Annual personal financial statement and tax returns for Guarantor(s) within 90 days of each calendar year end, or at end of extension period.
- d) Such other information customary for loans of this type as Credit Union shall reasonably request.
- e) Annual Debt Service Coverage of not less than 1.25:1
- f) Borrower to deposit additional funds into construction escrow account with Title Company as needed for completion of Improvements

This loan is further conditioned upon the Credit Union obtaining the following:

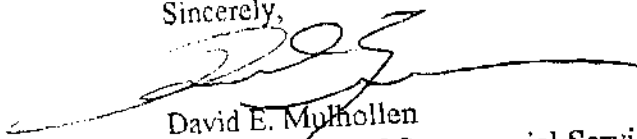
1. Completion of loan documentation satisfactory to Credit Union and its counsel including appropriate affirmative, negative, and financial covenants suitable for this transaction.
2. No material omissions or material adverse changes in the financial conditions of Borrower(s) or Guarantor prior to closing.
3. Completion of Credit Union Membership Application as required including copy of government issued identification

[Redacted]

We at Westerra Credit Union, look forward to creation of a long-standing mutually beneficial business relationship with you and [Redacted] LLC. I look forward to working on this transaction with you and hearing from you soon.

Please return an executed copy of this letter to my attention in the envelope provided. Should you have any questions regarding this matter, do not hesitate to contact me at (303) 329-4578.

Sincerely,



David E. Mulhollen
Vice President of Commercial Services

Accepted and acknowledged.

By: [Redacted] LLC

Date: 7/17/07

By: Carl [Redacted]

Date: 7/17/07

By: Megan [Redacted]

Date: 7/17/07