



The Shining Star of Arizona Banking

June 19, 2007

Mr. David Haney
Arizona First Partners 1, LLC
5041 E. Pershing Ave.
Scottsdale, Arizona 85254

Dear Mr. Haney:

We are pleased to advise Arizona First Partners 1, LLC ("Borrower") that Copper Star Bank ("Bank") has committed to make a loan to the Borrower for the purpose of constructing a 10,406 square foot shell office building located at 7565 E. Eagle Crest Dr. Mesa, AZ 85207, ("Loan") subject to the terms and conditions outlined below. This commitment is also contingent upon: (i) Borrower's fulfillment of the terms, conditions and requirements stated herein; and (ii) Bank's final approval of the contingencies set forth in this document and in the Loan Documents (defined below) and (iii) payment of the required deposit.

<u>Borrowers:</u>	Arizona First Partners 1, LLC
<u>Guarantors:</u>	Mr. David Haney David Haney, LLC
<u>Loan Amount:</u>	\$2,034,775 - not to exceed 75% of appraised value
<u>Purpose:</u>	To construct a 10,406 square foot shell office building
<u>Terms :</u>	
Maturity:	12 months
Extension option:	6 months with a 0.25% fee
<u>Rates of Interest:</u>	WSJP+1.00%, floating with a floor of 8.25%
<u>Fees:</u>	1% origination fee, \$500 documentation fee
<u>Release Provision:</u>	90% of net proceeds or a minimum of \$656,500
<u>Payments:</u>	Monthly interest only payments (proposed loan to include an interest reserve of \$165,000)
<u>Collateral:</u>	1 st Deed of Trust on subject property Assignment of construction contract Assignment of engineering contract Assignment of architectural contract

Prepayment Penalty:

N/A

Estimated Loan Costs:

Origination Fee	\$20,348.00
Documentation Fee	\$500.00
Title Insurance	TBD
Appraisal	\$3,500.00
Phase I	\$1,500.00
Escrow Fee	TBD
Endorsements	TBD
Inspection Fees	\$1,500.00
Flood Verification	\$22.00

These costs are estimates only and are subject to change based on final billings.

Borrower agrees to pay for all costs associated with processing and disbursement of the loan as indicated above, and for other charges or expenses incurred or performed at the request of Borrower, or required for proper documentation and funding of the Loan. Any costs in excess of estimates will be paid by Borrower.

Documentation:

All documentation must be acceptable in form and substance to the Bank, at the Bank's sole discretion.

Other Requirements:

1. Borrower agrees to provide the Bank with all additional financial information deemed necessary by the Bank. Borrower also agrees to provide annual financial statements and tax returns of the Borrower and Guarantors during the term of the Loan or more frequently if requested by the Bank.
2. Upon demand by the Bank, Borrower shall pay any and all of Bank's third party out of pocket costs in connection with the making of the Loan in addition to those specifically addressed herein.
3. Should there be a material change in the condition of Borrower's business, personal or professional circumstances (i.e. financial condition, credit check, derogatory information, etc.) that Bank deems significant, in its sole and absolute discretion; this commitment may be canceled by the Bank upon written notice to the.
4. Bank to obtain an appraisal from a Bank approved appraisal firm and loan will be for \$2,034,775 or 75% of the final appraised value, whichever is less.
5. Bank will obtain a Phase I Environmental report from a Bank approved environmental services firm, and any loan approval is

conditional on a satisfactory report (or any contamination being remedied prior to funding of such loan).

6. Borrower agrees to move all operating and related deposit accounts in respect to this "loan" to Copper Star Bank on or before closing of this Loan.

The note evidencing the Loan, any documents securing said note, the loan agreement plus all other collateral documents and other documents executed by Borrower, as applicable in connection with the Loan, shall hereinafter be defined as the "Loan Documents". The closing of the Loan shall be subject to the execution by the Borrower and all Guarantors, as applicable, of Loan Documents in form and substance satisfactory to the Bank. The Loan Documents shall supersede all prior written or oral representations, including without limitation, this commitment, by the Bank to the Borrower.

Additional items may be required upon receipt of appraisal report, flood searches, UCC/Tax/Lien/Judgment searches, etc. We will contact you upon receipt of these items in the event that any additional information is required in order to prevent unnecessary delays associated with your loan.

If the foregoing terms and conditions meet with your approval, we will prepare the appropriate documents for the proposed Loan. Nothing set forth in this letter constitutes an offer, acceptance or agreement by either Bank or Borrower. Until the Loan Documents have been fully executed by all parties thereto, neither Bank nor Borrower is under any obligation or liability to the other.

This commitment is not assignable by Borrower. This commitment is valid for 5 business days from the date hereof. Failure to return an executed copy of this commitment to Bank by Tuesday, June 26, 2007 will result in cancellation of this commitment. Any extension of this date is at the sole option of Bank. **A check for the required deposits (appraisal and Phase I) in the amount of \$5,000 must be returned to Bank with an executed copy of this commitment.** All checks must be made payable to Bank. If accepted, the initial funding of the Loan must be disbursed within 90 days of the acceptance date hereof; otherwise, all obligations of Bank hereunder shall terminate and this commitment shall be null and void and have no further force or effect unless extended in writing by Bank.

Any costs incurred, actions taken or opportunities foregoing by either party in the absence of executed Loan Documents will be at such party's sole risk and cost. However, if Borrower has authorized the Bank to incur the expense of (1) a commercial appraisal, and/or (2) a Phase I environmental report, the costs incurred by the Bank on the Borrower's behalf for those expenses will be deducted from the deposit paid by Borrower. The remaining Deposit will be refundable to the Borrower, and if no such cost has been incurred, the Deposit is fully refundable.

Please forward the information to:

Copper Star Bank

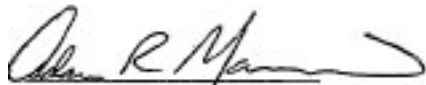
Attn: Adam R. Mamerow

7655 W. Thunderbird Rd. Peoria, AZ 85381

Confidentiality:

This letter is provided for your information and is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third person, except those who are in confidential relationship with you, or when the same is required by law.

Sincerely,



Adam R. Mamerow
Commercial Loan Officer



Adam White
Market President – West Valley
Commercial Lending

The undersigned has reviewed this letter and fully understands the contents and conditions, and agrees to proceed with the proposed financing as outlined herein.

Reviewed and accepted this 20th day of June, 2007

By: 
Mr. David Haney