

DECEMBER 13, 2013

Bob Gould
GILA COUNTY COMMUNITY DEVELOPMENT DIRECTOR
PLANNING & DEVELOPMENT DEPARTMENT
745 N. Rose Mofford Way
Globe, Arizona 85501

RE: COMMITMENT LETTER
ROOSEVELT MOBILE HOME PARK
30.69+/- ACRES IMPROVED LAND
ROOSEVELT, ARIZONA

Dear Mr. Gould:

We are pleased to advise you we have approved EJM Enterprises, LLC, an Arizona limited liability company loan application subject to the following terms and conditions:

1. **LOAN AMOUNT:** \$350,000.00
2. **TERM:** Twenty-four months
3. **Interest Rate:** 10% First Year, 11% Second Year
4. **Payments:** Monthly, Interest Only
5. **Commitment Fee:** Four Percent of Loan Amount. One Percent due upon signing & return of Commitment Letter. The remaining three percent due at funding.
6. **Borrower:** EJM Enterprises, LLC, an Arizona Limited Liability Company
7. **Guaranty:** This loan is to be fully guaranteed by Dave Buckmaster and Michael Buckmaster
8. **Purpose:** The proceeds of the loan will be used solely to acquire the 30.69+/- Acres from the Department of Agriculture Tonto National Forest Service visa vie Townsite Act.
9. **Security for Loan:** A first Position Promissory Note and Deed of Trust, Assignment of Rents (the "Property"), a Security Agreement and UCC-1 Financing Statement on all

tangible and intangible personal property with respect to the 30.69+/- acres upon close of escrow in favor of Lenders.

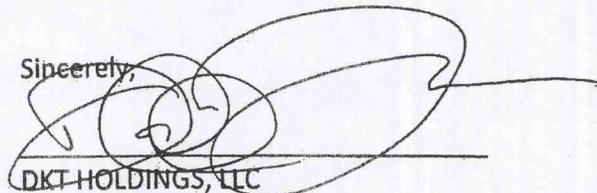
10. **Disbursement of Funds:** The loan will be funded in accordance with the terms of a Business Loan Agreement including, among others, the terms of and conditions of this commitment and all payments shall be made through Meracord Account Servicing Agreement.
11. **Title Insurance:** Lender's receipt of a commitment from a title insurance company from an insurer in a form reasonably satisfactory to Lender, that such title company will, upon closing, issue a Lender's Policy of Title Insurance, reflecting that the repayment of the Loan will be secured by a first position deed of trust, the Property and all improvements located thereon, as well as Lender's approval in its sole discretion of any exception to coverage identified in the commitment.
12. **Documentation:** Our commitment is conditioned upon due execution, acknowledgment and delivery to us of all documents referred to herein in form and substance acceptable to us and such other instruments or documents as we may require to fully evidence and document this loan and to perfect our security interest thereunder. Such documents and instruments shall be legal, valid and enforceable against the parties to be bound thereby, be in a form approved by us and our counsel and shall contain such additional terms, conditions and provisions as we and our counsel may require.
13. **Articles, and Other Documents:** This commitment is conditioned upon borrower supplying us true and correct copies of borrower's articles, operating agreement, minutes of meetings of shareholders and directors and such other documents and agreements required by our counsel to evidence borrower's good standing and authority to enter into this loan. This commitment is further conditioned upon borrower supplying us with true and correct copies of the last two years of tax returns of EJM Enterprises, LLC.
14. **Financial Statements:** Our commitment is conditioned upon borrower and guarantors' providing us with current financial statements, and our approval of the same.
15. **Assignability:** Neither this commitment nor the loan proceeds shall be assignable, nor shall borrower have the right to designate a payee of the loan proceeds.
16. **Insurance:** Borrower to provide us with satisfactory fire and extended coverage all risk hazard insurance, including flood coverage, satisfactory to us, comprehensive liability insurance and such additional insurance coverage as we may request. All such insurance shall be in such amounts, issued by such company or companies and in such form as may be approved by us and shall contain a mortgagee's standard form loss payable endorsement in our favor.

17. **Legal Review and Closing:** This loan shall be closed at U.S. Title Agency located at 4647 North 32nd Street #B-125, Phoenix, Arizona 85018, under the supervision of our legal counsel.
18. **Compliance with Laws:** Borrower are to provide us with satisfactory evidence that borrower has complied with all applicable laws and that the project is not in violation of any laws, ordinances or regulations pertaining to zoning, construction, building, occupancy or the environment.
19. **Loan Closing Costs:** Borrower is to bear and promptly pay all costs at closing in connections with closing this loan, including without limitation lender's title insurance costs, recording, filing, escrow, attorney's fees, due diligence, maintenance and any other costs and expenses incurred by us in connection with this loan.
20. **Appraisal:** This commitment is conditioned upon borrower's delivery to us of a current appraisal in borrower's possession.
21. **Survey:** Borrower to provide Lender with a current survey of the boundaries of the Property on which the improvements are built in borrower's possession.
22. **Environmental:** Borrower to provide Lender with a current Phase 1 Environmental Site Assessment.
23. **Expiration and Termination of Commitment:** Our obligation hereunder shall expire and be of no further force and effect unless all of the conditions to our making this loan are fulfilled on or before December 19, 2014 or such later date as we may approve in writing. We reserve the right to cancel this commitment and to terminate hereunder at any time in any of the following events:
- a. Failure by borrower to comply with, or cause to be completed, within the time specified, any of the provisions or conditions applicable to this commitment.
 - b. Nonpayment within the prescribed time of any fees or expenses provided for in this commitment.
 - c. Insufficiency of title or lack of approval by us of title to the Property intended to secure the loan or any documents delivered or to be delivered hereunder.
 - d. Should any warranty or representation contained herein prove to be false; borrower or the guarantors become insolvent or generally fail to pay borrower's respective debts as they mature, fail, go out of business, become the debtor in any petition in bankruptcy or make an assignment for the benefit of creditors or a receiver or trustee be appointed for borrower, borrower's property or the guarantors; or a tax lien be filed against borrower or borrower's property.
 - e. Damage to or condemnation of a material portion of any of the property intended to secure the loan which is not repaired or restored to our reasonable

- f. Any change subsequent to this commitment deemed by us to be material or substantial in the assets, net worth or credit standing of borrower, the guarantors or other persons or entities required to execute any of the loan documents or the taking of a judgment against any of such persons or entities which in our sole discretion materially affects the credit standing of such persons or entities.

23. **General Provisions:** This commitment cannot be amended or otherwise changed orally, but only by an instrument in writing signed by the party against whom enforcement of any such amendment or change is sought. This commitment and all documents, instruments and performance hereunder shall be construed under the laws of the State of Arizona. All remedies provided for herein shall be cumulative and in addition to all other remedies afforded by applicable law.
24. **Acceptance:** This commitment shall expire and be of no further force and effect unless we shall have received borrower's unqualified acceptance of the terms and conditions hereof by close of business on December 18, 2013, evidenced by borrower's signing and returning the enclosed copy hereof along with a partial loan commitment fee equal to one percent (non-refundable).
25. **Failure to Close Loan:** If the loan does not close as provided herein, except for our default, Borrower and Guarantor shall be liable to Lender in addition to any other claims for damages Lender may have, for all reasonable expenses incurred hereunder, including reasonable legal fees not to exceed counsel's normal time charges and other out of pocket expenses.

We are pleased to be of service, and if you have any questions, please feel free to call at any time. We look forward to working with you in connection with this loan.

Sincerely,


DKT HOLDINGS, LLC

By Dallas Tanner

Its Manager

APPROVED & ACKNOWLEDGED

EJM ENTERPRISES, LLC an Arizona limited Liability Company

By:



Its:

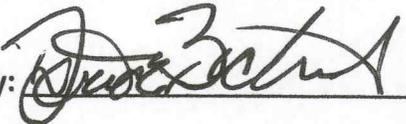
Member

Date:

12-17-13

APPROVED & ACKNOWLEDGED

EJM ENTERPRISES, LLC an Arizona limited Liability Company

By: 

Its: member

Date: 12-17-13