

EXHIBIT A

Exhibit A
Page 1

Exhibit 1
Page 18

PROMISSORY NOTE

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION PROVIDED IN REGULATION D, RULE 506 OF THE ACT. THIS PROMISSORY NOTE IS NOT NEGOTIABLE OR TRANSFERABLE IN ANY WAY WITHOUT THE WRITTEN CONSENT OF THE MAKER OF SUCH PROMISSORY NOTE, WHICH CONSENT MAY BE GRANTED OR WITHHELD IN MAKER'S SOLE DISCRETION. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OR ENDORSEMENT OF THIS PROMISSORY NOTE WITHOUT FIRST OBTAINING SUCH CONSENT. BEFORE DECIDING WHETHER TO GRANT CONSENT TO SUCH A TRANSFER, MAKER MUST ALSO RECEIVE AN OPINION OF COUNSEL ACCEPTABLE TO THE MAKER OF THIS PROMISSORY NOTE AND ADDRESSED TO THE MAKER OF THIS PROMISSORY NOTE THAT THE PROPOSED TRANSFER OR SALE OF THIS PROMISSORY NOTE WOULD NOT AFFECT THE ORIGINAL SALE OF SECURITIES BY THE MAKER OF THIS PROMISSORY NOTE PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY SEC RULE 506 AND THAT THE TRANSFER WOULD BE IN COMPLIANCE WITH ALL APPLICABLE STATE OR FEDERAL SECURITIES LAWS.

US \$130,000.00

Greenwood Village, Colorado
Dated as of 12/31/2009,

I. Principal Obligation. For Value Received, the undersigned, PRIVATE PLACEMENT CAPITAL NOTES II, LLC, a Colorado limited liability company ("Maker"), promises to pay to

Holder:
Altus Capital Opportunity Fund, LP

by check or other currently available funds of the United States of America at such address and place as Holder may designate in writing, the principal amount of:

Amount:
ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$130,000.00)

together with interest and other amounts provided for below. This Promissory Note is referred to herein as this "Note." This Note is not transferable or negotiable to any third party for any reason without the prior written consent of Maker.

II. Interest Payments. Interest shall be payable under this Note semi-annually, on the first business day after January 15 and July 15 of each calendar year during the term hereof. The amount of interest payable hereunder shall be up to 12.5% per annum. Holder will be allowed, but will not be required to elect to reinvest all interest payable hereunder in which case such amounts will be added to the principal of this Note. If Holder so elects, such amounts shall be retained by Maker and treated by Maker and Holder as increases in the principal amount of this Note.

III. Limited Recourse. All payments due Holder by Maker hereunder, whether principal or interest, are payable out of and only out of amounts actually received by Maker from making real estate loans or other loans or investments during each calendar year; therefore, this Note is a limited recourse, and not a full recourse, obligation

of Maker. Interest shall not compound and the maximum amount of interest payable each calendar year shall be 12.5%. Principal and Interest are payable hereunder only out of the sources described above.

IV. Term. This Note has a term of five years from the date first set forth above. After the term, always subject to the provisions of Section III above, all amounts due hereunder, including interest, will be due and payable within six months after the date that Maker receives a written payoff request from Holder, provided that Maker shall only be obligated to use diligent efforts to payoff principal owed hereunder following such a payoff request and that Maker shall be required to make any payment to Holder hereunder to the extent, and only to the extent, that Maker actually receives any such payment amount from making real estate loans or other loans or investments.

V. Extension of Term. After the expiration of the term, the principal amount of this Note will be allowed to continue to earn interest under this Note until such time that the Holder delivers a written payoff request and actual repayment is made.

VI. Prepayment Provision. There is no penalty for prepayments made on amounts due under this Note, regardless of when any such prepayment occurs. Prepayments may be made at any time.

VII. Default and Acceleration. All amounts owed hereunder shall, at the option of the Holder, become immediately due and payable upon the happening of any one or more of the following events ("Events of Default"). Except as expressly provided in this Note, no notice of Holder shall be necessary for the occurrence of any of the following to constitute an Event of Default:

(a) Subject to Sections III, IV, and V above, Maker's failure to pay or perform any obligation, liability or indebtedness to the Holder under this Note as and when due (whether at maturity or by acceleration) if such failure is not cured by Maker within ten (10) days of receipt of written notice thereof from Holder.

(b) Maker shall commence a voluntary case of bankruptcy or other similar proceeding seeking liquidation, reorganization or other relief with respect to itself or its respective debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, or shall consent to any such relief or to the appointment or taking possession by any such official in any involuntary case or other proceeding commenced against any of them.

(c) An involuntary case of bankruptcy or other similar proceeding shall be commenced against Maker seeking liquidation, reorganization or other relief with respect to Maker or their its debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days.

(d) Holder's priority under this Section VII. is equal to that of every other Holder that purchased a similar note under the offering commenced on Dec 23, 2008.

VIII. Miscellaneous.

(a) The failure of the Holder to act or to exercise any right or remedy shall not in any way affect or impair the obligations of Maker to the Holder, or constitute a waiver by the Holder of, or otherwise affect any of, the Holder's rights under this Note, under any endorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note.

(b) The invalidity or unenforceability of any one or more provisions of this Note shall in no way affect the other provisions.

