



VLM Investments, LLC

VLM Investments, LLC Senior 6% Note

- 1. Promise to Pay.** For value received, VLM Investments LLC promises to pay Robert Janowski \$250,000.00 and interest at the yearly rate of 6.0% on the unpaid balance as specified below.
- 2. Value Received.** \$250,000.00 will be wired into an account of choosing specified by VLM Investments LLC.
- 3. Term.** VLM Investments, LLC will pay one lump payment on March 15, 2012 of \$280,900.00.
- 4. Application of Payments.** Payments will be applied first to interest and then to principal.
- 5. Prepayment.** VLM Investments, LLC may prepay all or any part of the principal with a \$100 per note penalty.
- 6. Security.** VLM Investments, LLC agrees that until the principal and interest owed under this note are paid in full, this note will be secured by a security agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, fixtures, inventory and accounts receivable of the business known as VLM Investments, LLC.
- 7. Collection Costs.** If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Colorado.

Noteholder: *x Robert Janowski* Date: 2/15/10

[Signature]
VLM Investments: _____ Date: 2/15/10