

EXHIBIT A

Paradise Medspa & Wellness Monthly Expenses

Account Title	Amount
Payroll	\$ 40,000.00
Website Mareting	\$ 500.00
Social Media Marketing	\$ 1,000.00
Google Marketing	\$ 3,000.00
Accuvievw Imaging	\$ 100.00
American United Insurance	\$ 65.00
Norterral Property	\$ 420.00
Travelers Insurance	\$ 500.00
Five Stars Marketing	\$ 350.00
Solution Reach Marketing	\$ 359.00
Ascentium Leased Equipement	\$ 6,499.00
Pro Health Leased Equipement	\$ 250.00
Pacific Leasing	\$ 220.00
DermaPen	\$ 675.00
Direct Capital Leasing Equipeme	\$ 6,050.00
APS Utilities	\$ 500.00
Cox Internet	\$ 520.00
Ready Cap SBA Loan	\$ 6,155.00
Allergan	\$ 25,000.00
BofA Credit Card	\$ 320.00
Chase Credit card	\$ 500.00
Discover Credit Card	\$ 500.00
Merz Aesthetics	\$ 5,002.00
McKesson	\$ 4,685.00
ZO Skincare	\$ 3,000.00
	\$ -
	\$ -
TOTAL	\$ 106,170.00

EXHIBIT B

CGAN: 57411



U.S. Small Business Administration

NOTE

I hereby certify the foregoing is a true and correct copy of the original document.

Dawn M. Boall, Assistant Vice President

SBA Loan #	
SBA Loan Name	Paradise Medspa, PLLC
Date	OCTOBER 16, 2007
Loan Amount	\$1,155,000.00
Interest Rate	Prime plus .25%
Borrower	Paradise Property Management L.L.C. and Paradise Medspa, PLLC
Operating Company	Paradise Medspa, PLLC
Lender	CIT Small Business Lending Corporation

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of One Million One Hundred Fifty Five Thousand and 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

- "Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.
- "Guarantor" means each person or entity that signs a guarantee of payment of this Note.
- "Loan" means the loan evidenced by this Note.
- "Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.
- "SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

NOTE TERMS:

Maturity: This Note will mature in 244 months from date of the Note.

Repayment Terms:

The interest rate on this Note will fluctuate. The initial interest rate is 8.00% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 0.25%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay a total of 5 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the first calendar day in the months they are due.

Borrower must pay principal and interest payments of \$9,661.00 every month, beginning 6 months from the month this Note is dated; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted every 60 months (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 0.25% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

Lender may require Borrower to pay an additional amount into escrow account for payment of real estate taxes and required insurance related to commercial real estate securing the loan.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 244 months from the date of the Note.

Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Prepayment charges apply. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date of initial disbursement, 5% of the total prepayment amount;
- b. During the second year after the date of initial disbursement, 3% of the total prepayment amount; and
- c. During the third year after the date of initial disbursement, 1% of the total prepayment amount.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses; incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law that would deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

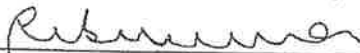
10. STATE-SPECIFIC PROVISIONS:

None


11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Paradise Property Management L.L.C.

By: 
Rebecca Weiss Glasow, Member

Paradise Medspa, PLLC

By: 
Rebecca Weiss Glasow, Member



U.S. Small Business Administration
AUTHORIZATION
(SBA GUARANTEED LOAN)

SBA Loan #	
SBA Loan Name	Paradise Medspa, PLLC
Approval Date	09/21/2007

Lender:
 CIT Small Business Lending Corporation
 640 Plaza Drive, Suite 200
 Highlands Ranch, CO 80129

U. S. Small Business Administration (SBA):
 Arizona District Office
 2828 North Central Ave, Suite 800
 Phoenix, AZ 85004

SBA approves, under Section 7(a) of the Small Business Act as amended, Lender's application, received 09/20/2007, for SBA to guarantee 75.000% of a loan ("Loan") in the amount of \$1,155,000.00 to assist:

Borrower:

1. Paradise Property Management, L.L.C.
 2060 W. Whispering Wind Drive
 Phoenix, AZ 85027

1. Paradise Medspa, PLLC
 2060 W. Whispering Wind Drive
 Phoenix, AZ 85027

All requirements in the Authorization which refer to Borrower also apply to any Co-Borrower.

A. THE GUARANTEE FEE IS \$30,318.75. Lender must pay the guarantee fee within 90 days of the approval date of this Authorization. Failure to timely pay the guarantee fee will result in cancellation of the SBA guarantee. The 90-day deadline may not be extended. Lender must send the guarantee fee to the Small Business Administration, Denver, CO 80259-0001. The remittance check must show the Loan number. No part of the guarantee fee is refundable if Lender has made any disbursement. Lender may collect this fee from Borrower after initial disbursement of Loan. Borrower may use Loan proceeds to reimburse Lender for the guarantee fee.

For Loans of \$150,000 or less, Lender may retain 25 percent of the Guarantee Fee but must remit the remainder to SBA.

- 1. Having and complying with a valid SBA Loan Guarantee Agreement (SBA Form 750 or SBA Form 750B for short-term loans) and any required supplemental guarantee agreements, between Lender and SBA;
- 2. Having paid the full guarantee fee in the time and manner required by this Authorization and the SOP;
- 3. Complying with the current SBA Standard Operating Procedures (SOP);
- 4. Making initial disbursement of the Loan no later than 6 months, and completing disbursement no later than 12 months, from the approval date of this Authorization, from the approval date of this Authorization, unless either disbursement period is extended by proper SBA procedures;
- 5. Having no evidence since the date of the Loan application, or since any preceding disbursement, of any unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower or Operating Company which would warrant withholding or not making any further disbursement, and;
- 6. Satisfying all of the conditions in this Authorization.

F. NOTE TERMS:

- 1. **Maturity:** This Note will mature in 244 months from date of the Note.
- 2. **Repayment Terms:** Lender must insert onto SBA Note, Form 147, to be executed by Borrower, the following terms, without modification. Lender must complete all blank terms on the Note at time of closing:

The interest rate on this Note will fluctuate. The initial interest rate is 8.00% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 0.25%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay a total of 5 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the first calendar day in the months they are due.

Borrower must pay principal and interest payments of \$9,661.00 every month, beginning 6 months from the month this Note is dated; payment must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender may require Borrower to pay an additional amount into escrow account for payment of real estate taxes and required insurance related to commercial real estate securing the loan.

The interest rate will be adjusted every 60 months (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.



U.S. SMALL BUSINESS ADMINISTRATION
Sacramento Loan Processing Center

U.S. Federal Courthouse
501 I Street, Suite 12-100
Sacramento, CA 95814-2322

(916)930-2477 (916)930-2160(Fax)

September 21, 2007

Ms. Patty Sharkey
CIT Small Business Lending Corporation

Fax: (303)202-3789

Dear: Ms. Sharkey

RE: Borrower: Paradise Property Management LLC and Par

We generated the following SBA loan number for the loan application that you sent us for Paradise Property Management LLC and Par.

PLP Loan Number	F	2212
Loan Amount:	1,155,000	
Guaranty Percentage:	75.000	
Guaranty Fee:	30,318.75	
Term Loan		

We calculated the guaranty fee in accordance with your report on the loan request that there were no other SBA guaranteed loans made to this borrower in the last 90 days that would alter the guaranty fee or percentage.

You must pay the SBA guaranty fee by the date of initial disbursement and no later than 90 days from the date of this letter. Please use the Electronic Funds Transfer System (EFT) to pay the guaranty fee for this loan. Guarantee fees can be paid by either our fully Automated ACH Program (which requires implementation) or use the Pay.gov (<https://pay.gov/paygov/>) web site by selecting "1544-Lender Fee Payment Form". Please contact the DFC Action Desk at (303) 844-2411 or by email DFCActionDesk@sba.gov for more information.

For faster loan approvals, we encourage you to use E-Trans processing for future submissions. Please contact Steve Kucharski [Stephen.Kucharski@sba.gov, (202) 205-7551] for more information.

We will transfer servicing to the Fresno Servicing Center.

Sincerely,

Lisa McGeever
Loan Processor

SBL_APPS_XP - MetaFrame Presentation Server Client

MSMS - (DocSp) Operations - 1210222 - Paradise Mall/Water-Glassow - Payables

File Edit View Setup Operations Window Help

Payable List

Unreach, Inc.	Wort/UCC - Unreach	1871.75	Authorized for Disbursement
CIT Small Business Lending Corporation	Flood Ins Search	\$14.50	GL Entry
Fidelity National Title Insurance Company	Lend/Banking Acquisition	\$419,853.00	Authorized for Disbursement
CIT Small Business Lending Corporation	Federal Express Charge - Lett	\$12.64	GL Entry
CIT Small Business Lending Corporation	CIT Packagng Fee	\$1,000.00	GL Entry
U.S. Small Business Administration	SBA Guar Fee - By Wire	1,400.00	Authorized for Disbursement
CIT Small Business Lending Corporation	TRW Credit Report	\$3.50	GL Entry
CIT Small Business Lending Corporation	National Tax Services	\$15.00	GL Entry

Payable Detail

Expense: SBA Guar Fee - By Wire

Name: U.S. Small Business Administration

Amount: \$30,310.75

Setup: 09/21/2007

Display Invoices on Settlement Stmt

Disbursement No: 124122

Auth Date: 09/25/2007

EDI Tran #: 1943

Tran Date: 09/25/2007

Check DB

Invoices

V244

GL Entries

Balances

Tuesday Oct 23, 2007 - 08:50 am

Start MSMS - (DocSp) Op...

SBL_APPS_XP - M... MetaFrame XP Lo...



U.S. Small Business Administration
AUTHORIZATION
(SBA GUARANTEED LOAN)

SBA Loan #	PT
SBA Loan Name	Paradise Medspa, PLLC
Approval Date	09/21/2007

Lender:
 CIT Small Business Lending Corporation
 640 Plaza Drive, Suite 200
 Highlands Ranch, CO 80129

U. S. Small Business Administration (SBA):
 Arizona District Office
 2828 North Central Ave, Suite 800
 Phoenix, AZ 85004

SBA approves, under Section 7(a) of the Small Business Act as amended, Lender's application, received 09/20/2007, for SBA to guarantee 75.000% of a loan ("Loan") in the amount of \$1,100,000.00 to assist:

Borrower:

1. Paradise Property Management, L.L.C.
 2060 W. Whispering Wind Drive
 Phoenix, AZ 85027

1. Paradise Medspa, PLLC
 2060 W. Whispering Wind Drive
 Phoenix, AZ 85027

All requirements in the Authorization which refer to Borrower also apply to any Co-Borrower.

A. **THE GUARANTEE FEE IS \$28,875.00.** Lender must pay the guarantee fee within 90 days of the approval date of this Authorization. Failure to timely pay the guarantee fee will result in cancellation of the SBA guarantee. The 90-day deadline may not be extended. Lender must send the guarantee fee to the Small Business Administration, Denver, CO 80259-0001. The remittance check must show the Loan number. No part of the guarantee fee is refundable if Lender has made any disbursement. Lender may collect this fee from Borrower after initial disbursement of Loan. Borrower may use Loan proceeds to reimburse Lender for the guarantee fee.

For Loans of \$150,000 or less, Lender may retain 25 percent of the Guarantee Fee but must remit the remainder to SBA.

B. ONGOING SERVICING FEE –

1. Lender agrees to pay an ongoing fee equal to 0.55 of one percent per year of the guaranteed portion of the outstanding balance.
2. Lender may not charge or otherwise pass through this fee to Borrower.

C. IT IS LENDER'S SOLE RESPONSIBILITY TO :

1. Close the Loan in accordance with the terms and conditions of this Authorization.
2. Obtain valid and enforceable Loan documents, including obtaining the signature or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.
3. Retain all Loan closing documents. Lender must submit these documents, along with other required documents, to SBA for review if Lender requests SBA to honor its guarantee on the Loan, or at any time SBA requests the documents for review.

D. REQUIRED FORMS

1. Lender may use its own forms except as otherwise instructed in this Authorization. Lender must use the following SBA forms for the Loan:
SBA Form 147, Note
SBA Form 1050, Settlement Sheet, for each disbursement
SBA Form 159, Compensation Agreement, for each required representative
SBA Form 2004, Lender's Certification
SBA Form 722, Equal Opportunity Poster
SBA Form 148, Guarantee
SBA Form 601, Agreement of Compliance
2. Lender may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.
3. Lenders must submit completed SBA Forms 159 for non-PLP loans to the SBA immediately after final disbursement.

- E. CONTINGENCIES** - SBA issues this Authorization in reliance on representations in the Loan application, including supporting documents. The guarantee is contingent upon Lender:

1. Having and complying with a valid SBA Loan Guarantee Agreement (SBA Form 750 or SBA Form 750B for short-term loans) and any required supplemental guarantee agreements, between Lender and SBA;
2. Having paid the full guarantee fee in the time and manner required by this Authorization and the SOP;
3. Complying with the current SBA Standard Operating Procedures (SOP);
4. Making initial disbursement of the Loan no later than 6 months, and completing disbursement no later than 12 months, from the approval date of this Authorization, from the approval date of this Authorization, unless either disbursement period is extended by proper SBA procedures;
5. Showing no evidence since the date of the Loan application, or since any preceding disbursement, of any unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower or Operating Company which would warrant withholding or not making any further disbursement, and;
6. Satisfying all of the conditions in this Authorization.

F. NOTE TERMS:

1. **Maturity:** This Note will mature in 244 months from date of the Note.

Repayment Terms: Lender must insert onto SBA Note, Form 147, to be executed by Borrower, the following terms, without modification. Lender must complete all blank terms on the Note at time of closing:

The interest rate on this Note will fluctuate. The initial interest rate is 8.00% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 0.25%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay a total of 5 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the first calendar day in the months they are due.

Borrower must pay principal and interest payments of \$9,201.00 every month, beginning 6 months from the month this Note is dated; payment must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender may require Borrower to pay an additional amount into escrow account for payment of real estate taxes and required insurance related to commercial real estate securing the loan.

The interest rate will be adjusted every 60 months (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 0.250% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date of initial disbursement, 5% of the total prepayment amount;
- b. During the second year after the date of initial disbursement, 3% of the total prepayment amount; and
- c. During the third year after the date of initial disbursement, 1% of the total prepayment amount.

All remaining principal and accrued interest is due and payable 244 months from the date of the Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

G. USE OF PROCEEDS

1. \$376,320.00 to purchase land and improvements located at 2060 W. Whispering Wind Drive, Phoenix, AZ 85027.
2. \$225,000.00 to make renovations to the building located at 2060 W. Whispering Wind Drive, Phoenix, AZ 85027.
3. \$294,000.00 to purchase equipment.
4. \$20,000.00 to purchase inventory.
5. \$100,000.00 for working capital.
6. \$30,319.00 to pay the guarantee fee (Lender may not disburse Loan proceeds solely to pay the guarantee fee).
7. \$61,861.00 to pay soft costs.
8. \$22,500.00 for construction contingency.

All amounts listed above are approximate. Lender must document that Borrower used the loan proceeds for the purposes stated in this Authorization.

Lender may not disburse Loan proceeds solely to pay the guarantee fee. Lender may disburse to Borrower, as working capital only, funds not spent for the listed purposes as long as these funds do not exceed 10% of the specific purpose authorized or \$10,000.00, whichever is less. An Eligible Passive Company may not receive working capital funds.

Lender must complete SBA Form 1050, Settlement Sheet, for each disbursement and retain these forms in its Loan file. Lender must retain, with the Form 1050, documentation supporting the disbursement of proceeds as authorized, such as joint payee checks or evidence of deposit into controlled accounts.

H. COLLATERAL CONDITIONS

Lender must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. **Assignment of Rents from Eligible Passive Company.** Lender must obtain a perfected first assignment of all rents paid under the lease between the Eligible Passive Company and the Operating Company. The term of lease, with options to renew exercisable solely by the Operating Company, must be for at least the term of the Loan. The lease must be subordinate to Lender's Security Interest, Deed of Trust or Mortgage. Lease payments must be no more than is necessary to amortize debt plus pay expenses related to holding the property.
2. Guarantee on SBA Form 148, by Gregory C. Glasow
3. Guarantee on SBA Form 148, by Rebecca I. Weiss-Glasow
4. First Deed of Trust (including due on sale clause, if applicable) on land and improvements located at 2060 W. Whispering Wind Drive, Phoenix, AZ 85027. This property is commercial.

- a. Subject to no other liens.
- b. Evidence of title and priority of lien must be based upon:
 - 1 ALTA Loan Policy, insuring lender and assigns, in the amount of \$1,100,000.00.Policy to be without standard exceptions ("extended ALTA")
Policy to be without standard survey exception

5. **First perfected security interest, subject to no other liens in the following personal property (including any proceeds and products), including all replacements and substitutions, wherever located:**

Machinery, Equipment, Furniture, Inventory, Accounts, Instruments, Chattel Paper, General Intangibles

- a. Lender must obtain a list of all equipment and fixtures that are collateral for the Loan. For items with a unit value of \$5,000 or more, the list must include a description and serial number, if applicable.
- b. Lender must obtain an appropriate Uniform Commercial Code lien search evidencing all required lien positions. If UCC search is not available, another type of lien search may be substituted.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

Arizona Mandatory Provision - The following language must appear in all guarantees (SBA Form 148) signed by Arizona residents:

"The undersigned waives any rights it may have pursuant to ARS Section 12-1641 et seq., and agrees pursuant to ARS Section 33-814 that the obligations of the undersigned may be enforced regardless of whether or not any Trustee's sale of security for this debt is held."

I. ADDITIONAL CONDITIONS

1. Insurance Requirements

Prior to disbursement, Lender must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

- a. **Flood Insurance.** If FEMA Form 81-93 reveals that any portion of a building that is collateral for the Loan is located in a special flood hazard area, Lender must require Borrower to obtain flood insurance under the NFIP in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. If equipment, fixtures, or inventory that is collateral for the Loan is located in a building that is in a special flood hazard area, and the building is owned by the Borrower, Lender must also require Borrower to obtain flood insurance under the NFIP on these assets in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance Coverage must contain a MORTGAGEE CLAUSE / LENDER'S LOSS PAYABLE CLAUSE (or a substantial equivalent) in favor of Lender. This clause must provide that any act or neglect of the debtor or owner of the insured property will not invalidate the interest of Lender and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)
- b. **Real Estate Hazard Insurance** coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage should be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of Lender. This clause must provide that any act or neglect of the mortgagor or owner of the insured property will not invalidate the interest of Lender. The policy endorsements must provide for at least 10 days prior written notice to Lender of policy cancellation.
- c. **Personal Property Hazard Insurance** coverage on all equipment, fixtures or inventory that is collateral for the Loan, in the amount of full replacement costs. If full replacement cost insurance is not available, coverage should be for maximum insurable value. Insurance coverage must contain a LENDER'S LOSS PAYABLE CLAUSE in favor of Lender. This clause must provide that any act or neglect of the debtor or owner of the insured property will not invalidate the interest of Lender. The policy

endorsements must provide for at least 10 days prior written notice to Lender of policy cancellation.

d. Life Insurance, satisfactory to Lender:

- (1) on the life of Rebecca I. Weiss-Glasow for \$550,000

Lender must obtain a collateral assignment of each policy with Lender as assignee. Lender must also obtain acknowledgment of the assignment by the Home Office of the insurer.

e. Liability Insurance in an amount and with an insurance company satisfactory to Lender.

f. Malpractice Insurance in an amount and with an insurance company satisfactory to Lender.

2. Environmental Requirements

a. Lender may not disburse the Loan until it has:

- (1) completed the review for potential environmental contamination required in SOP 50 10(4) ("Environmental Investigation") on each commercial real property site that is:
 - (a) acquired or improved with proceeds from Loan, or
 - (b) taken as collateral if the site represents over 50% of the value of all collateral securing the Loan; and
- (2) sufficiently minimized the risk from any adverse environmental findings discovered in the Environmental Investigation, or otherwise, as required by SOP 50 10(4), Subpart A, Chapter 5 (Environmental Conditions).

b. Lender should consult with the local SBA office where the real property is located to ascertain any state or local environmental requirements.

Borrower, Guarantor and Operating Company Documents

a. Prior to closing, Lender must obtain from Borrower, Guarantor and Operating Company a current copy of each of the following as appropriate:

- (1) **Corporate Documents** - Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing Resolution, and, if a foreign corporation, current authority to do business within this state.
- (2) **Limited Liability Company (LLC) Documents** - Articles of Organization (with amendments), Fact Statement or Certificate of Existence, Operating Agreement, Borrowing Resolution, and evidence of registration with the appropriate authority.
- (3) **General Partnership Documents** - Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable.

- (4) **Limited Partnership Documents** - Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable, Certificate of Limited Partnership, and evidence of registration with the appropriate authority.
- (5) **Limited Liability Partnership (LLP) Documents** - Partnership Agreement, Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent) as applicable, and evidence of registration with the appropriate authority.
- (6) **Trustee Certification** - A Certificate from the trustee warranting that:
 - (a) The trust will not be revoked or substantially amended for the term of the Loan without the consent of SBA;
 - (b) The trustee has authority to act;
 - (c) The trust has the authority to borrow funds, guarantee loans, and pledge trust assets;
 - (d) If the trust is an Eligible Passive Company, the trustee has authority to lease the property to the Operating Company;
 - (e) There is nothing in the trust agreement that would prevent Lender from realizing on any security interest in trust assets;
 - (f) The trust agreement has specific language confirming the above; and
 - (g) The trustee has provided and will continue to provide SBA with a true and complete list of all trustors and donors.
- (7) **Trade Name** - Documentation that Borrower has complied with state requirements for registration of Borrower's or Operating Company's trade name (or fictitious name), if one is used.

b. Prior to closing, Lender must obtain from Borrower and Operating Company:

- (1) **Ownership:** Evidence that ownership and management have not changed without Lender's approval since the application was submitted.

4. Operating Information

Prior to any disbursement of Loan proceeds, Lender must obtain:

- (a) **Verification of Financial Information** - Lender must submit IRS Form 4506-T (SBA version) to the Internal Revenue Service to obtain federal income tax information on Borrower, or the Operating Company if Borrower is an EPC, for the last 3 years (unless Borrower or Operating Company is a start-up business). If the business has been operating for less than 3 years, Lender must obtain the information for all years in operation. This requirement does not include tax information for the most recent fiscal year if the fiscal year-end is within 6 months of the date SBA received the application. Lender must compare the tax data received from the IRS with the financial data or tax returns submitted with the Loan application, and relied upon in approving the Loan. Borrower must resolve any significant differences to the satisfaction of Lender and SBA. Failure to resolve differences may result in cancellation of the Loan.

If the Loan involves purchase of a business or change of ownership, Lender must verify financial information provided by the seller of the business in the same manner as above.

If Lender does not receive a response from the IRS within 10 business days of submitting the SBA version of IRS Form 4506-T, then Lender may disburse prior to completing this verification provided that Lender has submitted IRS Form 4506-T to the IRS no later than 10 business days from the approval date of this Authorization. Lender must still perform the verification and resolve any significant differences discovered.

- (b) **Authority to Conduct Business** - Evidence that Borrower and Operating Company have an Employer Identification Number and all insurance, licenses, permits and other approvals necessary to lawfully operate the business.
- (c) **Flood Hazard Determination** - A completed Standard Flood Hazard Determination (FEMA Form 81-93).
- (d) **Lease** - Current lease(s) on all business premises where collateral is located, with an adequate term, including options, appropriate to the maturity of the Loan, considering location, type of business, and type of leasehold interest.

5. **Injection**

Lender must obtain evidence that prior to disbursement:

a. **Cash Injection** - At least \$126,865.00 cash has been injected into the business as equity capital. This cash is for furniture, fixtures, land, building acquisition, and soft costs.

6. **Appraisal**

Prior to disbursement, and in accordance with SOP 50-10, Lender must obtain:

a. Real Estate Appraisal on the real property located at 2060 W. Whispering Wind Drive, Phoenix, AZ 85027, showing a fair market value of at least \$466,945.00.

7. **Construction Provisions**

a. **Building Standards:** In the construction of a new building or an addition to an existing building, the construction must conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings" (NEHRP), or a building code that SBA has identified as having substantially equivalent provisions. Lender must obtain from Borrower evidence of compliance with these requirements. Examples of evidence include a certificate issued by a licensed building architect, construction engineer or similar professional, or a letter from a state or local government agency stating that an occupancy permit is required and that the local building codes upon which the permit is based include the building standards.

b. Lender may charge Borrower a one-time fee not to exceed 2% of the portion of the Loan designated for construction. The actual fee must not exceed the cost of the extra service.

c. Prior to the commencement of any construction, Lender must obtain from Borrower:

- (1) **Insurance** - Evidence that contractor carries appropriate Builder's Risk and Worker's Compensation Insurance.
- (2) **Injection** - Evidence that Borrower has injected the required funds into the project prior to disbursement of the Loan, if Borrower is injecting funds into the construction project.
- (3) **Plans and Specifications** - Final plans and specifications for Lender review.
- (4) **Construction Contract** - One (1) copy of a Construction Contract with an acceptable contractor at a specified price not to exceed \$225,000.00. The contract must include an agreement that Borrower will not order or permit any material changes in the approved plans and specifications without prior written consent of Lender and the surety providing the required bonds.

d. Lender must:

- (1) **Cost Overruns** - Obtain evidence of Borrower's ability to pay cost overruns or additional construction financing expenses prior to approving any contract modification. Lender and SBA are not obligated to increase the loan to cover cost overruns.
- (2) **Inspection** - Make interim and final inspections to determine that construction conforms to the plans and specifications.
- (3) **Codes and Permits** - Obtain evidence that the building, when completed, will comply with all state and local building and zoning codes, and applicable licensing and permit requirements.
- (4) **Compliance Form** - Obtain SBA Form 601, Applicant's Agreement of Compliance.
- (5) **Lien Waivers** - Obtain lien waivers or releases from all materialmen, contractors, and subcontractors involved in the construction.
- (6) **Construction Safeguards** - Take all normal other construction loan safeguards appropriate for the Loan.

8. **Certifications and Agreements**

a. Lender must require Borrower and Operating Company to certify that:

- (1) **Receipt of Authorization** - Borrower and Operating Company have received a copy of this Authorization from Lender, and acknowledge that:
 - (a) The Authorization is not a commitment by Lender to make a loan to Borrower;
 - (b) The Authorization is between Lender and SBA and creates no third party rights or benefits to Borrower;

- (c) The Note will require Borrower to give Lender prior notice of intent to prepay.
- (d) If Borrower defaults on Loan, SBA may be required to pay Lender under the SBA guarantee. SBA may then seek recovery of these funds from Borrower. Under SBA regulations, 13 CFR Part 101, Borrower may not claim or assert against SBA any immunities or defenses available under local law to defeat, modify or otherwise limit Borrower's obligation to repay to SBA any funds advanced by Lender to Borrower.
- (e) Payments by SBA to Lender under SBA's guarantee will not apply to the Loan account of Borrower, or diminish the indebtedness of Borrower under the Note or the obligations of any personal guarantor of the Note.

b. **Child Support** - That no principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (1) administrative order, (2) court order, or (3) repayment agreement requiring payment of child support.

c. **Current Taxes** - Borrower and Operating Company are current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.

d. **Environmental** - For real estate located pledged as collateral for the Loan or where the Borrower [or Operating Company] is conducting business operations (collectively "the Property"):

- (1) At the time Borrower [and Operating Company] submitted the Loan application, Borrower was in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment (Contaminant), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
- (2) Borrower [and Operating Company] will continue to comply with these laws and regulations;
- (3) Borrower [and Operating Company], and all of its principals, have no knowledge of the actual and potential existence of any Contaminant that exists on, at, or under the Property, including groundwater under such Property other than what was disclosed in connection with the Environment Investigation of the Property;
- (4) Until full repayment of Loan, Borrower [and Operating Company] will promptly notify CDC and SBA if it knows or suspects that there has been, or may have been, a release of a Contaminant, in, at or under the Property, including groundwater, or if Borrower [or Operating Company] or such property are subject to any investigation or enforcement action by any federal, state or local environmental agency (Agency) pertaining to any Contaminant on, at, or under such Property, including groundwater;
- (5) As to any Property owned by Borrower [or Operating Company], Borrower [or Operating Company] indemnifies, and agrees to defend and hold

harmless, CDC [or Lender] and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's or Operating Company's operations. (CDC or SBA may require Borrower or Operating Company to execute a separate indemnification agreement).

- e. Lender must require Borrower and Operating Company to certify that they will:
- (1) **Reimbursable Expenses-** Reimburse Lender for expenses incurred in the making and administration of the Loan.
 - (2) **Books, Records, and Reports-**
 - (a) Keep proper books of account in a manner satisfactory to Lender;
 - (b) Furnish compiled year-end statements to Lender within 120 days of fiscal year end;
 - (c) Furnish additional financial statements or reports whenever Lender requests them;
 - (d) Allow Lender or SBA, at Borrower's or Operating Company's expense, to:
 - [1] Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and
 - [2] Inspect and appraise any of Borrower's and Operating Company's assets; and
 - [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by Lender or SBA.
 - (3) **Equal Opportunity -** Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
 - (4) **American-made Products -** To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
 - (5) **Taxes -** Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
 - (6) **Occupancy -** Comply with the following provisions: (a) Borrower must lease 100% of the Rentable Property to Operating Company; (b) Operating Company may sublease up to 49% of the Rentable Property; (c) Borrower will not use Loan proceeds to improve or renovate any of the Rentable Property to be subleased.

f. Lender must require Borrower and Operating Company to certify that they will not, without Lender's prior written consent:

- (1) **Distributions**- Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.
- (2) **Ownership Changes** - Change the ownership structure or interests in the business during the term of the Loan.
- (3) **Transfer of Assets** - Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

ADMINISTRATOR
SMALL BUSINESS ADMINISTRATION



09/21/2007

By:

Date

CIT Small Business Lending Corporation - a Preferred Lender, as Lender and as an Agent of and on behalf of the SBA for the purpose of executing this Authorization.

Barbara A. Duda
Assistant Vice President

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is made _____, between the Borrower and Lender pursuant to the attached Authorization issued by the U. S. Small Business Administration ("SBA") to Lender, dated September 21, 2007, SBA Loan Number ("Authorization").

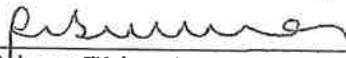
The SBA has authorized a guaranty of a loan from Lender to Borrower for the amount and under the terms stated in the attached Authorization (the "Loan").

In consideration of the premises in this Agreement and for other good and valuable consideration, Borrower and Lender agree as follows:

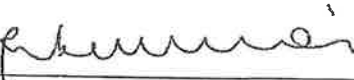
1. Subject to the terms and conditions of the Authorization and SBA's Participating Lender Rules (as defined in the Guarantee Agreement between Lender and SBA), Lender agrees to make the Loan if Borrower complies with the following "Borrower Requirements". Accordingly, Borrower shall:
 - a. Provide Lender with all certifications, documents or other information Lender requests or is required by the Authorization to obtain from Borrower or any third party;
 - b. Execute a promissory note and all other documents required by Lender; and
 - c. Do everything necessary for Lender to comply with the terms and conditions of the Authorization.
 - d. Comply with all terms and conditions of the note, the Borrower's required Certification's in the Authorization, and all other documents requested by Lender.
2. The terms and conditions of this Agreement:
 - a. Are binding on Borrower and Lender and their successors and assigns; and
 - b. Will remain in effect after the closing of the Loan.
3. Failure to abide by any of the Borrower Requirements will constitute an event of default under the note and other Loan documents
4. Borrower hereby represents and warrants that the certifications set forth in the Authorization are true and correct, and such certifications are hereby made part of this Agreement.

Borrower:

Paradise Property Management L.L.C.

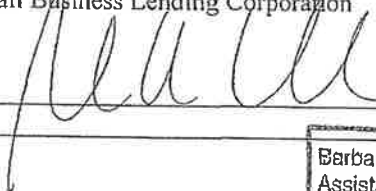
By: 
Rebecca Weiss Glasow, Member

Paradise Medspa, PLLC

By: 
Rebecca Weiss Glasow, Member

Lender:

CIT Small Business Lending Corporation

By: 
Title: Barbara A. Duda
Assistant Vice President

INSTRUCTIONS: INDICATE THE PARAGRAPHS BEING CERTIFIED TO BY THE BORROWER INITIAL NEXT TO THE APPROPRIATE PARAGRAPHS, PRINT AND SIGNING.

Borrower's Certification

In order to induce CIT Small Business Lending Corporation, ("Lender") to make a U. S. Small Business Administration ("SBA") guaranteed Loan, SBA Loan Number [redacted] to Paradise Property Management, L.L.C. and Paradise Medspa, PLLC ("Borrower"), [redacted] Paradise Property Management, L.L.C. and Paradise Medspa, PLLC ("Borrower"), [redacted]

part **1. Receipt of Authorization** – Borrower and Operating Company have received [redacted] of the Authorization for this Loan and SBA Form 793, Notice to New SBA Borrower, from Lender, and acknowledge that:

- a. The Authorization is not a commitment by Lender to make a loan to Borrower;
- b. The Authorization is between Lender and SBA and creates no third party rights or benefits to Borrower;
- c. The Note will require Borrower to give Lender prior notice of intent to prepay.
- d. If Borrower defaults on Loan, SBA may be required to pay Lender under the SBA guarantee. SBA may then seek recovery of these funds from Borrower. Under SBA regulations, 13 CFR Part 101, Borrower may not claim or assert against SBA any immunities or defenses available under local law to defeat, modify or otherwise limit Borrower's obligation to repay to SBA any funds advanced by Lender to Borrower.
- e. Payments by SBA to Lender under SBA's guarantee will not apply to the Loan account of Borrower, or diminish the indebtedness of Borrower under the Note or the obligations of any personal guarantor of the Note.

part **2. Adverse Change** - That there has been no adverse change in Borrower's (and Operating Company) financial condition, organization, operations or fixed assets since the date the Loan application was signed.

part **3. Child Support** - No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (1) administrative order, (2) court order, or (3) repayment agreement requiring payment of child support.

part **4. Current Taxes** - Borrower and Operating Company are current on all federal, state and local taxes, including but not limited to income taxes, payroll taxes, real estate and sales taxes.

RWG 5. **Environmental** - For real estate located at 2060 West Whispering Wind Drive, Phoenix, Arizona 85027:

- a. At the time Borrower submitted the Loan application, Borrower and Operating Company were in compliance with all local, state, and federal environmental laws and regulations pertaining to environmental contamination;
- b. Borrower and Operating Company have and will continue to comply with these laws and regulations;
- c. Borrower and Operating Company have no knowledge of any environmental contamination of any real or personal property pledged as collateral for the Loan which violates any such laws and regulations, (other than what was disclosed in connection with the Environmental Investigation of the property);
- d. Borrower and Operating Company assume full responsibility for all costs incurred in any clean-up of environmental contamination and agrees to indemnify Lender and SBA against payment of any such costs (Lender or SBA may require Borrower and Operating Company to execute a separate indemnification agreement);
- e. Until full repayment of Loan, Borrower and Operating Company will promptly notify Lender and SBA if it knows, suspects or believes there may be any environmental contamination in or around the real property securing the Loan, or if Borrower, Operating Company or such property are subject to any investigation or enforcement action by any Governmental agency pertaining to any environmental contamination of the property.

B. Borrower and Operating Company certify that they will:

RWG-1) **Reimbursable Expenses**- Reimburse Lender for expenses incurred in the making and administration of the Loan.

RWG-2) **Books, Records, and Reports**-

- (a) Keep proper books of account in a manner satisfactory to Lender;
- (b) Furnish [*check one if appropriate*: compiled - reviewed - audited] year-end statements to Lender within 120 days of fiscal year end;
- (c) Furnish additional financial statements or reports whenever Lender requests them;
- (d) Allow Lender or SBA, at Borrower's or Operating Company's expense, to:
 - 1) Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and
 - 2) Inspect and appraise any of Borrower's and Operating Company's assets; and
 - 3) Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by Lender or SBA.

RWG-3) **Equal Opportunity** - Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public, and comply with the requirements of SBA Form 793, Notice to New SBA Borrowers.

PWC 4) **American-made Products** - To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.

PWC 5) **Taxes** - Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.

NA 6) **Occupancy** - Occupy, at all times during the term of the loan, at least 51% of the total rentable property and 100% of the renovated rentable property. Borrower will not use Loan proceeds to improve or renovate any of the rentable property leased to third parties.

PWC 7) **Occupancy** - Comply with the following provisions: (a) Borrower must lease 100% of the rentable property to Operating Company; (b) Operating Company may sublease up to 49% of the rentable property; (c) Borrower will not use Loan proceeds to improve or renovate any of the rentable property to be sub-leased.

8) **Occupancy** - (a) Immediately occupy at least 60% of the rentable property; (b) Continue to occupy at least 60% of the rentable property for the term of the Loan; (c) Lease long term no more than 20% of the rentable property to one or more tenants; (d) Plan to occupy within three years some of the remaining rentable property not immediately occupied or leased long term; (e) Plan to occupy within ten years all of the rentable property not leased long term.

9) **Occupancy** - Comply with the following provisions: (a) Borrower must lease 100% of the rentable property to Operating Company; (b) Operating Company must immediately occupy at least 60% of the rentable property; (c) Operating Company will lease long term no more than 20% of the rentable property to one or more occupants; (d) Operating Company must plan to occupy within three years some of the remaining rentable property not immediately occupied or leased long term; (e) Operating Company must plan to occupy within ten years all of the rentable property not leased long term.

C. Borrower and Operating Company certify that they will not, without Lender's prior written consent:

PWC 1) **Distributions** - Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.

PWC 2) **Ownership Changes** - Change the ownership structure or interests in the business during the term of the Loan.

PWC 3) **Transfer of Assets** - Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

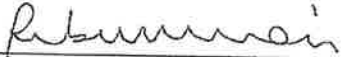
NA 4) **Fixed Asset Limitation** - Acquire by purchase or lease agreement any fixed assets (totaling more than \$ _____ in any year).

NA 5) **Location Limitation** - Acquire by purchase or by lease, any additional locations.

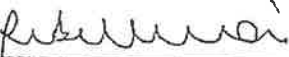
NA 6) **Limitation on Compensation** - Allow total annual salaries, withdrawals or other forms of remuneration to officers or owners of Borrower and Operating Company, and their immediate family members, to exceed \$ _____.

Borrower:

Paradise Property Management L.L.C.

By: 
Rebecca Weiss Glasow, Member

Paradise Medspa, PLLC

By: 
Rebecca Weiss Glasow, Member



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	
SBA Loan Name	Paradise Medspa PLLC
Guarantor	Gregory C. Glasow and Rebecca Weiss Glasow
Borrower	Paradise Property Management, LLC and Paradise Medspa PLLC
Lender	CIT Small Business Lending Corporation
Date	OCTOBER 16, 2007
Note Amount	\$1,155,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated OCTOBER 16, 2007 in the principal amount of
One Million One Hundred Fifty Five Thousand and 00/100 Dollars,

from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

- A. Guarantor waives all rights to:
 - 1) Require presentment, protest, or demand upon Borrower;
 - 2) Redeem any Collateral before or after Lender disposes of it;
 - 3) Have any disposition of Collateral advertised; and
 - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
 - 1) Any default under the Note;
 - 2) Presentment, dishonor, protest, or demand;
 - 3) Execution of the Note;
 - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
 - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
 - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
 - 7) The time or place of any sale or other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
 - 1) Lender failed to obtain any guarantee;
 - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
 - 3) Lender or others improperly valued or inspected the Collateral;
 - 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

"The undersigned waives any rights it may have pursuant to ARS Section 12-1641 et seq., and agrees pursuant to ARS Section 33-814 that the obligations of the undersigned may be enforced regardless of whether or not any Trustee's sale of security for this debt is held."

11. GUARANTOR ACKNOWLEDGMENT OF TERMS.

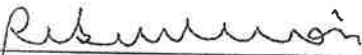
Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.



Gregory C. Glasow



Rebecca Weiss Glasow



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	PI
SBA Loan Name	Paradise Medspa PLLC
Guarantor	Gregory C. Glasow and Rebecca Weiss Glasow
Borrower	Paradise Property Management, LLC and Paradise Medspa PLLC
Lender	CIT Small Business Lending Corporation
Date	OCTOBER 16, 2007
Note Amount	\$1,155,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated OCTOBER 16, 2007 in the principal amount of One Million One Hundred Fifty Five Thousand and 00/100 Dollars,

from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

- A. Guarantor waives all rights to:
 - 1) Require presentment, protest, or demand upon Borrower;
 - 2) Redeem any Collateral before or after Lender disposes of it;
 - 3) Have any disposition of Collateral advertised; and
 - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
 - 1) Any default under the Note;
 - 2) Presentment, dishonor, protest, or demand;
 - 3) Execution of the Note;
 - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
 - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
 - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
 - 7) The time or place of any sale or other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
 - 1) Lender failed to obtain any guarantee;
 - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
 - 3) Lender or others improperly valued or inspected the Collateral;
 - 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

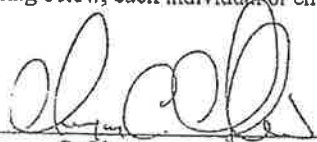
"The undersigned waives any rights it may have pursuant to ARS Section 12-1641 et seq., and agrees pursuant to ARS Section 33-814 that the obligations of the undersigned may be enforced regardless of whether or not any Trustee's sale of security for this debt is held."

11. GUARANTOR ACKNOWLEDGMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.



Gregory C. Glasow



Rebecca Weiss Glasow

EXHIBIT C

FILED
ARIZONA SECRETARY OF STATE
10/12/2007 10:28 AM
200715050358

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MD
UNISEARCH INC 3
1780 BARNES BLVD SW
TUMWATER, WA 98512 USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME Paradise Property Management L.L.C.

OR 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS 2060 West Whispering Wind Drive CITY Phoenix STATE AZ POSTAL CODE 85027 COUNTRY USA

1d SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION Arizona 1g. ORGANIZATIONAL ID #, if any L13787513 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME Paradise Medspa PLLC

OR 2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS 2060 West Whispering Wind Drive CITY Phoenix STATE AZ POSTAL CODE 85027 COUNTRY USA

2d SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION LLC 2f. JURISDICTION OF ORGANIZATION Arizona 2g. ORGANIZATIONAL ID #, if any P13668381 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME CIT Small Business Lending Corporation

OR 3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS P.O. Box 1529 CITY Livingston STATE NJ POSTAL CODE 07039 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the following property whether now owned or hereafter acquired and wheresoever located as well as the proceeds and products thereof. All equipment and machinery, including power-driven machinery and equipment and furniture, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in progress, and supplies now owned or hereinafter acquired. All chattel paper, instruments, and general intangibles now in force or hereafter acquired. All accounts, deposit accounts, and health care insurance receivables now outstanding or hereafter arising.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

EXHIBIT D

ARIZONA
 SECRETARY OF STATE
 07/03/14 15:26
 FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FII FR (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Unisearch, Inc.
 1780 Barnes Blvd SW
 Tumwater Wa, 98512
 Attn: Kristy Bertsch

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 200715050358

10/12/2007

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor, or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 ReadyCap Lending, LLC

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

114 Pacifica, Suite 400 Irvine CA 92618 USA

7d. SEE INSTRUCTIONS ADDL. INFO RE: ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 CIT Small Business Lending Corporation

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Paradise Medspa PLLC AZ SOS 0098391-9101

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)