

7/31/2006

D'Lor Salon & Spa, Inc.

1180 Fairburn Road, Unit 100

Faiburn

GA 30331

Re: Lease Application # 434387

To our valued customer:

Please be advised that we have sold and assigned your equipment lease to Marlin Leasing Corp. Marlin now owns all of our rights and interests under the lease and in the equipment. Effective immediately, please remit all payments to Marlin Leasing at the address provided on your monthly invoice.

If you need to call Marlin for any reason, you may reach them toll-free at (888) 479-9111.

We appreciate your giving us the opportunity to serve you.

Sincerely,

Beneficial Capital Leasing, Inc.

Beneficial Capital Leasing, Inc.**COPY****EQUIPMENT LEASE CONTRACT
FOR LEASES UNDER \$50,000**

Leasing Company: "Lessor", "We", "Us"

Leasing Customer ("You"):Company Name (Exact business name): D'Lor Salon & Spa, Inc.Address: 1180 Fairburn Road, Unit 100 Fairburn Fulton GA 30331
Street City County State ZipPhone: 770-969-4246 Fax: _____ Business Type: CorporationEquipment Location: same State of Incorporation/Organization: _____Vendor: Belvedere Address: One Belvedere Blvd. Belvedere, IL 61008Description of Leased Equipment (This should include make, model, serial number):
see attached Schedule A**Payment Schedule:****60****60****\$559.07****\$1,196.36****Monthly**

Lease Term (months)

Total # of Pmts.

Amount of Each Pmt.
(plus applicable taxes)

Security Deposit

Pmt. Frequency

Terms of Lease

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interim rent period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of \$20.00 or 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a partial payment (interim rent) for the time between delivery and the due date for the first regular payment. We may charge you a one-time documentation fee. You agree that we may adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon. This Lease is not binding on us until we sign it. To expedite this Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease.

2. You must notify us by certified mail between 90 and 180 days prior to the end of the Lease Term if you intend on returning the equipment. If you do not notify us, the Lease will automatically extend for 12 months under the same terms and conditions. If you give us the proper notice, then at the end of the Lease Term you shall return the equipment in good working order in a manner and to a location designated by us. You agree to reimburse us for our costs to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.

3. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor may have given you warranties. You may contact the vendor to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above address and not move or return it without our written consent.

4. If you do not pay us as agreed or fail to perform any other term of this Lease, you will

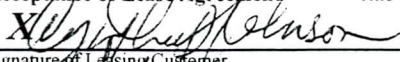

be in default and you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due payments and other charges and all payments due in the future to the end of the Lease Term, plus our legal and collection costs. If you are in default and/or do not meet your end of term obligations, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania. You agree that any suit under this Lease shall be brought in state or federal court in Pennsylvania, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the equipment and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

5. You must pay us for all sales, use, property and other taxes (and any penalties) relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes due at Lease inception. We may bill you based on our estimate of the taxes. We may charge you an annual property tax administration fee up to \$15. Unless we have given you a written option to buy the equipment at the end of the Lease for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue even after the Lease has ended. You must maintain acceptable public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the property insurance, then depending on the original cost of the equipment we may either (i) obtain property insurance to cover our interests and charge you a fee for such coverage or (ii) charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can stop the insurance coverage fee or non-compliance fee at any time by delivering the required proof of insurance.

6. Since this Lease is based on your own credit rating, you may not assign (transfer) the Lease to anyone else. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred.

Acceptance of Lease Agreement

This is a binding contract. It cannot be canceled. Read it carefully before signing, and call us if you have any questions.

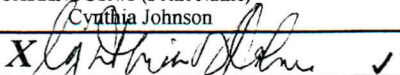
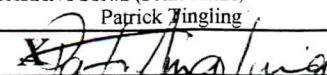
	Cynthia Johnson	Pres President	8/14/06
Signature of Leasing Customer	Print Name of Signer	Title	Date
	MICHAEL J KREBS	UP	8/15/06
Accepted and Signed by LESSOR	Print Name of Signer	Title	Date

Personal Guaranty

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN PENNSYLVANIA COURTS AND I WAIVE TRIAL BY JURY.

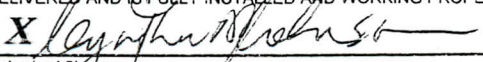
GUARANTOR #1 (Print Name)

GUARANTOR #2 (Print Name)

	
Signature (Individually; No Titles)	Signature (Individually; No Titles)
8/14/06	18/14/06
Date	Date

Acceptance of Delivery

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PROPERLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.

	Cynthia Johnson, President	
Authorized Signature	Name and Title	Equipment Delivery Date

Delivery and Acceptance Receipt

Lease Application Number: 434387

Leasing Customer: D'Lor Salon & Spa, Inc.

Vendor Name: Belvedere

Equipment Description:

see attached Schedule A

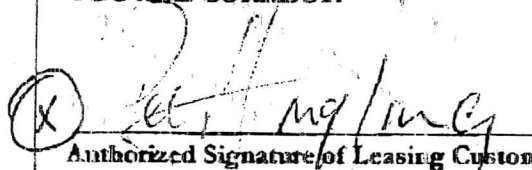
Lessor: Beneficial Capital Leasing, Inc.

The above leasing customer hereby represents and certifies to Leasing Company ("Lessor") as follows:

1. The equipment described above has been delivered to the leasing customer, installed, and is working properly. Therefore, leasing customer hereby accepts the equipment.
2. The above leasing customer hereby requests Lessor to purchase the equipment from the above vendor and lease it to the leasing customer. The leasing customer understands that Lessor will not be able to get a refund after the equipment is purchased. The leasing customer hereby acknowledges having signed an equipment lease agreement and understands that the lease cannot be revoked or canceled for any reason.
3. To expedite this transaction for the leasing customer, the leasing customer agrees that a facsimile of this document and a facsimile of the leasing customer's signature shall be considered as valid and binding as the original and will be admissible in a court of law as conclusive evidence of this transaction.

TO THE LEASING CUSTOMER:

DO NOT SIGN THIS DOCUMENT UNLESS AND UNTIL YOU HAVE ACTUALLY RECEIVED ALL THE EQUIPMENT AND ARE CERTAIN THAT ALL OF THE ABOVE STATEMENTS BY YOU ARE CORRECT.

 (X) Patrick Tingling
Authorized Signature of Leasing Customer

✓ 12-08-2006
Date

Delivery & Acceptance 1005

Corporate Guaranty

Lease Application No.: 434387

Leasing Customer: D'Lor Salon & Spa, Inc.

Equipment Description: see "Schedule A"

The corporation signing below intends to be legally bound by this document and understands that it cannot be revoked or canceled. It represents to Beneficial Capital Leasing, Inc. ("Lessor") that it is a shareholder or parent of the leasing customer or will otherwise benefit from the lease. It further understands that Lessor would decline to purchase the equipment for the leasing customer without this corporate guaranty. The undersigned agrees that a facsimile of the guaranty and of the signature shall be as valid and binding as the original and will be admissible in court as conclusive proof of this document.

In exchange for Lessor's purchasing the equipment, the undersigned corporation hereby absolutely and unconditionally guarantees to Lessor the prompt payment of all lease payments and other amounts owed by the leasing customer to Lessor under the lease agreement, including but not limited to costs of enforcement of the lease and Lessor's attorney's fees. If there is more than one guarantor, the undersigned corporation agrees that its obligations will be joint and several with the others. It also represents to Lessor that it has read and understands all of its terms.

The undersigned corporation agrees that Lessor may proceed against it to enforce this guaranty without first proceeding against the leasing customer, and also agrees that this guaranty will be enforceable even if the leasing customer goes out of business or into bankruptcy or otherwise cannot or does not pay. Settlements, renewals, extensions of time and other modifications of the lease shall be binding on the corporation signing below. The undersigned agrees to be subject to legal proceedings in New Jersey courts.

Print Name of Corporate Guarantor: Cindy's Beauty Salon Inc.

Print the Signer's Title: ✓ PRESIDENT

Business Address: ✓ 4550 Jonesboro Rd Union City NJ 07081

Business Telephone: ✓ 770 969 4246

✓ 
Authorized Signature

✓ 8/14/06
Date

Equipment Purchase Option

Application #: 434387

Leasing Customer: D'Lor Salon & Spa, Inc.

Vendor Name: Belvedere

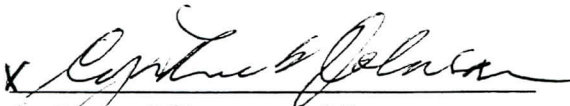
Equipment Description: see attached Schedule A

Lessor: Beneficial Capital Leasing, Inc.

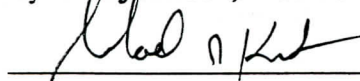
Lessor hereby agrees that the above Leasing Customer has the option, but not the obligation, to purchase the above leased equipment at the end of the lease term for the following amount, plus applicable taxes and fees, if any. Leasing Customer must notify Lessor or its assignee in writing of its intention to exercise this purchase option in accordance with the terms and conditions of the lease agreement (including any required advance notice), otherwise the lease will automatically renew under the same terms and conditions for the renewal period set forth in the lease agreement (or for a 12-month period if no renewal period is specified in the lease agreement).

Purchase Option Of: 10% Buyout

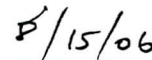
THIS PURCHASE OPTION SHALL BE NULL AND VOID IF THE LEASE IS IN DEFAULT AS OF THE END OF THE LEASE TERM. ALL AMOUNTS OWED TO LESSOR AS OF THAT DATE MUST BE PAID BEFORE THIS OPTION MAY BE EXERCISED. ANY PURCHASE OF THE EQUIPMENT BY THE LEASING CUSTOMER WILL BE "AS IS" AND "WHERE IS".


Authorized Signature of Lessee

Cynthia Johnson, President


Authorized Signature of Lessor


Date


Date

Schedule "A" to Lease - Equipment Description

Lease Application No.: 434387

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Leasing Customer: D'Lor Salon & Spa, Inc.

Vendor Name: Belvedere

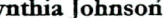
Lessor: Beneficial Capital Leasing, Inc.

This Schedule "A" is attached to and a part of the equipment lease agreement by and between the above leasing customer and **Lessor** relating to the lease transaction referenced above. The following is a full and complete description of the leased equipment:

[illegible]

This lease also covers any and all present and future replacement equipment, substituted equipment, additional equipment, trade-ups and add-ons without requiring a separate agreement. (However, the leasing customer understands that Lessor's consent will be required for any of these things.)

The leasing customer agrees that a facsimile of this document or the signature shall be as valid and binding as the original and will be admissible in court as conclusive evidence of this document.


Signature of Leasing Customer
Cynthia Johnson, President

18/15/66
Date

Accepted by Lessor _____ Date _____

Pre-Delivery Certificate of Lessee

LESSOR: Beneficial Capital Leasing, Inc.

LESSEE: D'Lor Salon & Spa, Inc.

VENDOR: Belvedere

LESSOR'S APP #: 434387

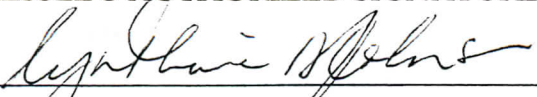
EQUIPMENT: see Schedule A

This Pre-Delivery Certificate (the "Certificate") is incorporated into the equipment lease agreement (the "Lease") referenced above. The Lessee desires to commence the Lease prior to the complete delivery and installation of all the Equipment. As an accommodation to the Lessee, the Lessor is willing to pay the Vendor for all the Equipment and commence the Lease prior to the delivery and installation of all the Equipment, provided the Lessee executes this Certificate. Therefore, intending to be legally bound, the Lessee unconditionally agrees as follows:

1. Lessee hereby certifies that the portion of the Equipment that has already been delivered to Lessee, if any, is fully installed, working properly and irrevocably accepted by the Lessee. Lessee hereby directs Lessor to pay the Vendor for all such Equipment *and all other Equipment that is included in the Lease but not delivered or installed as of the date the Lease commences.*

2. The Lessee understands that if the later delivered or installed Equipment is not delivered on time, or is not delivered at all, or is defective or not working properly, or is not what the Lessee expected, or there is any other problem with such Equipment, the Lessee nevertheless will be responsible to make all payment under the Lease and comply with all other terms and conditions under the Lease. The Lessee understands that the Lease is not cancelable for any reason, including but not limited to any of the reasons set forth above.

LESSEE'S AUTHORIZED SIGNATURE:

X 

Cynthia Johnson, President

18/19/06
Date

DELIVERY GUARANTEE

Addendum to Lease # _____ dated as of _____, between
D'Lor Salon & Spa, Inc. as Lessee and Beneficial Capital Leasing, Inc. as
Lessor.

Lessee understands and agrees that in the event Lessee is not satisfied with the working condition of the leased equipment, then Lessee shall only look to persons other than Lessor or its assigns (such as the manufacturer, vendor, installer or carrier), and Lessee shall not assert against Lessor or its assigns any claim or defense that Lessee may have with reference to the leased equipment, its installation or delivery. Lessee understands that despite the fact that certain items of the equipment to be leased have not been delivered or installed, this Addendum authorizes Lessor to start the Lease and Lessee's duty to make monthly payments under the Lease will commence immediately.

Further, Lessee authorizes Lessor to pay Belvedere (the Vendor) for the equipment, and Lessee understands that its payment obligations under the Lease shall begin on the date of this Addendum and shall be continuous thereafter for the entire term of the Lease (per the terms and conditions of the Lease).

- 50% of the equipment purchase price will be paid to Vendor upon execution of this Addendum.
- 50% of the equipment purchase price will be paid to Vendor upon verification by Lessee of delivery of the equipment.

Beneficial Capital Leasing, Inc.



Signature

MICHAEL J KREBS

Print Name and Title

D'Lor Salon & Spa, Inc.



Signature

Cynthia Johnson, President

Print Name and Title