

B



# UCC FINANCING STATEMENT

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 JUL -2 PM 3:25

MICHAEL A. BROWN  
RECORDER

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

2007 000483

A. NAME AND PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jennifer Delfino  
7630 Hohman Ave  
Munster IN 46321  
(oversize)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Golden Touch Tanning Salon					
OR	1b. INDIVIDUAL'S LAST NAME Richie		FIRST NAME Adrian	MIDDLE NAME N.	SUFFIX
1c. MAILING ADDRESS 11183 Tennessee Street		CITY Crown Point	STATE IN	POSTAL CODE 46307	COUNTRY USA
	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Tanning Salon	1f. JURISDICTION OF ORGANIZATION Lake County	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

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

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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

3a. ORGANIZATION'S NAME Copa Ca Tana, Inc., d/b/a Golden Touch					
OR	3b. INDIVIDUAL'S LAST NAME Bruno		FIRST NAME Jennifer	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1302-3 N Main Street		CITY Crown Point	STATE IN	POSTAL CODE 46307	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A"

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

6.  This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT

13-  
2353  
2D-

Instructions for National UCC Financing Statement (Form UCC1)

**Fees Worksheet**

1. First two pages are \$4.00	\$	4.00	4.00
2. Enter \$4.00 if there are more than 2 pages, otherwise enter \$0.00	\$	<u>4.00</u>	.00
<b>Total (Pay this amount):</b>	\$	<u>4.00</u>	.00

**NOTE: A statement filed in connection with a public finance transaction or mobile home transaction is \$8.00 plus the amount above.**

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction number 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B to have an acknowledgment sent to you.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter debtor's exact full legal name. Don't abbreviate.
  - 1a. Organization Debtor. "Organization" means any entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual's Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.  
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required or recommended).
  - 1c. An address is always required for the Debtor named in 1a or 1b.
  - 1e,f,g. Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organization ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none".
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) (see item 5 of that form); or (2) enter Total Assignee's name and addressing item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and "Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgement lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and / or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including the Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased in individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufacture-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made this 21st day of August, 2006, by and between, Copa Ca Tanna, Inc, by its, President JENNIFER BRUNO, and ADRIAN RICHIE, as "BUYER".

WITNESSETH:

WHEREAS, SELLER is engaged in the business of a tanning salon located at 425 E. Joliet Street, Dyer, Indiana, and utilizes certain assets to engage in such business under the trade name "GOLDEN TOUCH TANNING SALON"; and,

WHEREAS, SELLER desires to sell to BUYER certain of the assets utilized in the SELLER's business, as more particularly set forth herein; and,

WHEREAS, BUYER desires to purchase such assets from SELLER upon the terms and conditions hereinafter set forth; and,

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

### Section 1. SALE AND PURCHASE OF ASSETS

Subject to the terms and conditions of this Agreement, on August 21, 2006, the "Closing Date", Buyer shall assume control of the property, and SELLER shall sell, transfer, convey and deliver to BUYER all of his rights, title and interest in and to the following described rights and assets of SELLER, free and clear (except as specified in any Exhibit hereto) of all liens, charges, or encumbrances:

1.1 The assets as described in Exhibit "A" are attached hereto and made a part hereof.

1.2 The goodwill of SELLER as a going concern, including the trade name of SELLER to GOLDEN TOUCH TANNING SALON, an assignment to the existing telephone number and all information, customer lists (such lists are non-exclusive as customers may have visited other locations of SELLER and may be on lists maintained by such locations being retained by SELLER), vendor lists, and related information concerning the tanning operation.

1.3 Except as expressly set forth in the Agreement, BUYER shall not assume or agree to perform or have any responsibility or liability with respect to any obligation or liability of SELLER. Without limiting the generality of the foregoing, BUYER shall not have responsibility with respect to:

(a) Any claim for personal injury, tax liability, property damage or workers compensation in connection with SELLER'S business arising from occurrences prior to the Closing Date.

(b) Any claim by any employee or former employee of SELLER for vacation pay, bonuses, termination pay or benefit from contributions to any employee benefit plans pertaining to any period of employment with SELLER prior to the Closing Date.

1.4 The assets set forth in Section 1.1 and 1.2 hereof are the sole assets being acquired by BUYER from SELLER. All other assets of the SELLER including, but not limited to, accounts receivable and cash shall remain the sole and separate property of SELLER.

## SECTION 2. INSTRUMENTS OF CONVEYANCE AND TRANSFER

2.1 As to the assets described in Sections 1.1 and 1.2 hereof, SELLER shall deliver to BUYER at the closing date such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in satisfactory form and substance to BUYER, as shall effectively vest in BUYER marketable title to the assets and rights to be sold, conveyed, transferred and delivered hereunder.

## SECTION 3. CONSIDERATION AND PAYMENT

3.1 In consideration of the warranties, representations, covenants and undertakings of SELLER and the rights and assets to be transferred, conveyed, delivered and given hereunder, BUYER agrees to pay to SELLER the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), as follows:

(a) On the Closing Date, which is expected to be August 21, 2006, the BUYER shall pay to SELLER the sum of SEVEN THOUSAND DOLLARS (\$7,000.00) and the remainder of the purchase price, shall be payable through a promissory note to be executed by BUYER and made payable to SELLER and JAMES D. BRUNO, under the following terms;

FIFTY THREE THOUSAND DOLLARS (\$53,000.00) payable over seven (7) years with a fixed interest rate of Eight and one quarter percent (8.1/4%). SELLER has agreed that BUYER may make no payments on such note for the months of August, September and October, such months typically being slow months for the tanning salon business. If BUYER were to make payments over a seven (7) year period and make one (1) payment each month, the monthly payment would be EIGHT HUNDRED THIRTY TWO DOLLARS and SIXTY NINE CENTS (\$832.69) per month. By reason of the privilege of skipping payments for the months of August, September and October, BUYER has agreed to make monthly payments for the months of November, December, January, February, March, April, May, June, and July, in the sum of ONE THOUSAND ONE HUNDRED TEN DOLLARS AND TWENTY FIVE CENTS (\$1,110.25), such increased payments will equal over nine (9) monthly payments what would otherwise be paid in twelve (12) payments at the lower monthly amount. Such note to contain standard terms and provisions and with attorney fees in the event of default.

(c) The purchase price shall be allocated as follows:

Inventory	\$ 3,000
Equipment	\$ 52,000
Goodwill	\$ 5,000

SECTION 4. CLOSING

The closing of the transaction shall take place no later than August 21, 2006, at Howes & Howes, LLP, 1003 Indiana Avenue, LaPorte, Indiana, or at any other place that the parties shall mutually agree.

SECTION 5. TAXES AND ASSESSMENTS

All sales, withholding taxes assessed to SELLER and previous years for any of the assets being sold herein shall be paid by the SELLER. The first installment of personal property taxes for 2006 have been paid by SELLER. BUYER shall assume the second installment of such taxes. Sales and withholding taxes shall be SELLER's responsibility for the period prior to the Closing Date and shall be BUYER's responsibility for all periods after the Closing Date.

SECTION 6. REPRESENTATIONS AND WARRANTIES BY SELLER

SELLER makes the following representations and warranties:

6.1 SELLER represents that he is the individual owner of the assets described herein on Exhibit "A" and that she has full legal authority to enter into and to complete this agreement.

6.2 SELLER represents and warrants that this Agreement constitutes the valid, binding and enforceable obligation of SELLER and the execution and deliver of this Agreement by SELLER and the consummation of the transactions contemplated hereby do not require the consent, approval, or authorization of any other person, public authority, or other entity.

6.3 SELLER represents and warrants that the execution and delivery of this Agreement by SELLER and the performance of each and all of his obligations hereunder : (a) are not a violation under any of the terms or provisions of any mortgage, note, bond, debt, instrument, security instrument or indenture, or any other commitment, contract, or agreement to which SELLER is a party or by which any of the assets or rights to be sold, transferred, conveyed or delivered hereunder are bound; (b) will not be an event which, after notice or lapse of time or both, will result in such violation, breach, conflict or default and will not violate any law, judgment, decree, order, rule or regulation of any government authority or court, whether Federal, State or local, applicable to SELLER or any of the assets or rights to be sold, transferred, conveyed or delivered hereunder; and (c) will not result in the creation or imposition of any lien, possibility of a lien, encumbrance, equity or restriction in favor of any third party with respect to said assents or rights.

6.4 SELLER represents and warrants that SELLER: (a) is not in default under any of the terms or provisions of any mortgage, note, debt, instrument, bond, security agreement, or indenture or under any other commitment, contract, agreement, license, lease or other instrument, whether written or oral, to which SELLER is a party and by which any of its assets or rights to be sold, transferred, conveyed and delivered hereunder are bound; (b) is not in default under any judgment, decree, order or investigations of any governmental agency or authority, or court, whether Federal, State or local, applicable to any of SELLER'S assets or rights to be sold, transferred, conveyed and delivered hereunder; (c) has received no notice and or does not know of any default under any statute, rule or regulation of any governmental agency or authority or Court, whether Federal, State or local applicable to any of SELLER'S assets or rights to be sold, transferred, conveyed or delivered hereunder; (d) is not in default in the payment of any of its monetary obligations or debt, and there exists no condition or event which, after notice or lapse of time or both, would constitute a default in connections with the foregoing.

6.5 SELLER represents and warrants that at the Closing Date, except as disclosed in the Exhibits hereto, SELLER will have good and marketable title to all the rights and assets to be sold, transferred, conveyed and delivered hereunder, free and clear of all liens, restrictions, mortgages, pledges, assignments, claims, charges, encumbrances, equities or imperfections of title; such assets and rights are not subject to any U.C.C. filing or financing statement; and BUYER will acquire good and marketable title to said rights and assets, free and clear of all liens, charges, or encumbrances.

6.6 SELLER represents and warrants that SELLER has paid all wages, vacation pay, taxes, or other benefits due and owing to SELLER'S employees as of the Possession Date.

6.7. SELLER represents and warrants that there is no litigation, suit, proceeding, action, claim or investigation at law or in equity, pending or threatened against SELLER, arising out of or relating to SELLER'S business that prevents or would prevent the SELLER from selling any of the assets or rights to be sold, transferred, conveyed and delivered under this agreement, before any court or governmental authority or agency and to the best of his knowledge there are not facts known to SELLER as of the date of closing which would be likely to result in such litigation, suit, proceeding, claim or investigation.

## Section 7. REPRESENTATIONS AND WARRANTIES OF BUYER

BUYER makes the following representations and Warranties:

1. BUYER represents that he has full legal authority to enter into and carry out the terms of this agreement.
2. BUYER represents and warrants that there is no litigation, suit, proceeding, action, claim or investigation at law or in equity, pending or threatened against BUYER, arising out of or

relating to BUYER'S business or involving any of the assets or rights to be purchased, transferred, conveyed and delivered under this agreement, before any court or governmental authority or agency and to the best of their knowledge there are no facts known to BUYER as of the date of closing which are likely to result in such litigation, suit, proceeding, claim or investigation. BUYER is not subject to or in default with respect to any order, writ, injunction or decree of any court, agency or authority related to BUYER.

#### SECTION 8. SECURITY AGREEMENT

BUYER shall execute whatever documents are necessary to allow SELLER to perfect a security interest in the assets described in Exhibit "A".

#### SECTION 9. RISK OF LOSS

9.1 SELLER assumes all risk and liability for any and all loss, damage, or injury by fire, windstorm, accident or any other cause of any nature until the Closing Date, and SELLER further agrees that should any or all of the assets suffer any damage beyond ordinary wear and tear, SELLER will repair such damage occurring prior to the Closing Date. In the event that any damaged assets are not repaired, BUYER shall be allowed to deduct from the purchase price any amount adequate to affect such repairs, or at option of BUYER, this agreement may be canceled and rescinded and any earnest money returned to BUYER.

9.2 BUYER assumes all risk and liability for any and all loss, damage, or injury by fire, windstorm, accident or any other cause of any nature to any and all of the assets, real estate, patrons or customers after the Closing Date and BUYER further agrees that should any assets sustain or suffer damage during such period of time beyond ordinary wear and tear, BUYER shall repair the damage. Should the assets sustain such damage as to render them unusable, the Closing Date shall occur and SELLER shall receive the full purchase price then remaining and BUYER shall receive the assets along with any insurance proceeds to the extent that such insurance proceeds exceed the amount owed to SELLER. BUYER shall name SELLER as loss payee on his policy of insurance that covers the assets described in Exhibit "A".

#### SECTION 10. PROVISIONS HEREOF FOR THE BENEFIT OF THE PARTIES

The representations, warranties and covenants of BUYER and SELLER contained in this Agreement shall be for the sole benefit of the parties hereto, their respective successors, personal representatives, heirs and assigns.

#### SECTION 11. INDEMNIFICATION OF BUYER

SELLER does hereby agree to defend, indemnify and hold BUYER harmless from and against:

11.1 Any and all demands, claims, actions or causes of action, assessments, losses, damages, deficiencies, liabilities and disbursements (herein collectively referred to as "Claims" arising out of or resulting from the conduct or operations of the SELLER'S business by SELLER prior to the Possession Date, including without limiting the generality of the foregoing, any and all Claims arising out of or resulting from Open Accounts Payable or claims of SELLER'S employees or others either based on contract or operation of law.

11.2 Any and all claims arising out of or resulting from any noncompliance by the parties with the Bulk Transfer provisions under local, state or federal law, rule or regulation relating to the rights of creditors to be notified of the sale and or transfer of the rights and assets being transferred hereunder, for all accounts which accrue before the Possession Date.

## SECTION 12. INDEMNIFICATION OF SELLER

BUYER does hereby agree to defend, indemnify and hold SELLER harmless from and against:

12.1 Any and all demands, claims, actions or causes of action, assessments, losses, damages, deficiencies, liabilities and disbursements (herein collectively referred to as "Claims" arising out of or resulting from the conduct or operations of the SELLER'S business by BUYER after the Closing Date, including without limiting the generality of the foregoing, any and all Claims arising out of or resulting from Open Accounts Payable or claims of SELLER'S employees or others either based on contract or operation of law.

12.2 Any and all claims arising out of or resulting from any noncompliance by the parties with the Bulk Transfer provisions under local, state or federal law, rule or regulation relating to the rights of creditors to be notified of the sale and or transfer of the rights and assets being transferred hereunder, for all accounts which accrue after the Possession Date. The parties hereto expressly waive the requirements of all applicable bulk sales laws including the Indiana Bulk Transfer Law, Indiana Code Sections 26-1-6-101 through 26-1-6-110. SELLER does, however, agree to furnish to BUYER a list of all of SELLER'S creditors, whether secured or unsecured as of the date of this agreement. In the event SELLER does not pay claims or other debts owed by him that accrued prior to the Possession Date, BUYER may pay such claims and deduct any amounts so paid from the periodic payments otherwise due to SELLER.

## SECTION 13. CONFIDENTIALITY

SELLER and BUYER agree that any information furnished by any one of them to the other pursuant to this Agreement shall be held in confidence by the party to whom such information was revealed, apart from any information that was disclosed to accounting or other professionals during the course of negotiations.

## SECTION 14. DEFAULT



Should BUYER or SELLER default in the performance of this Agreement or fail or refuse to complete the sale of the property, BUYER or SELLER shall be entitled to sue for specific performance in addition to any other remedy available in law or equity.

The failure of either party to comply with the terms of this contract will obligate that party to pay, in addition to any damages permitted by law, the reasonable attorney fees incurred by the successful party enforcing the terms of this contract.

#### SECTION 15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties made by SELLER and BUYER in this agreement, unless limited in scope by their explicit provisions, shall survive the Possession Date and Closing Date and transfer of the title.

#### SECTION 16. BROKERS

SELLER and BUYER represent to each other that neither has engaged the services of a broker or other representative to assist with the sale or purchase contemplated herein. SELLER and BUYER shall each indemnify and hold harmless each other from any against any and all claims, liabilities, or expenses to which the other may become subject to by reason of any claim for a brokerage commission or similar payment in connection with the rights and assets being transferred hereunder.

#### SECTION 17. ACCOUNTS PAYABLE AND PURCHASE AGREEMENTS

SELLER shall be responsible for the payment of all accounts payable, business debts and other indebtedness for materials, supplies, inventory, services and related items incurred by SELLER prior to the Closing Date.

BUYER shall be responsible for the payment of all accounts payable, business debts and other indebtedness for materials, supplies, inventory, services and related items incurred by BUYER in SELLER'S business after the Closing Date.

#### SECTION 18. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including the schedules and exhibits referred to herein which are a part hereof, contains the entire understanding of the parties hereto and may be amended only by written instrument executed by SELLER and BUYER, or their respective successors or assigns. There are not restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. This agreement may be executed in two or more counterparts, each of which shall be deemed and original.

#### SECTION 19. PARTIES TO THE AGREEMENT

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns; provided however, that neither of the parties hereto shall make any assignment of this Agreement without the prior written consent of the other party hereto.

SECTION 20. GOVERNING LAW

This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Indiana.

SECTION 21. NOTICES

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be personally delivered to the individual or mailed to such party at the following address.

SELLER                      Jennifer Bruno  
8122 Tuckaway Ct.  
Crown Point, Indiana 46307

with copy to:  
Ralph F. Howes, Attorney  
Howes & Howes, LLP  
1003 Indiana Avenue  
LaPorte, IN 46350

BUYER                      Adrian Richie  
1183 Tennessee St.  
Crown Point, IN 46307

SECTION 22. HEADING

The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day first written above.

SELLER:

BUYER

Copa Ca Tanna, Inc.

  
by: Jennifer Bruno, President

  
Adrian Richie

# INVENTORY LIST

1 DELL PENTIUM 4 COMPUTER  
1 17" FLAT SCREEN COMPUTER MONITOR  
1 CASH DRAWER  
1 STAR SP 200 RECEIPT PRINTER  
1 HP DESKTOP 5550 PRINTER  
1HP OFFICE JET ALL-IN-ONE PRINTER/COPIER/FAX  
1 CORDLESS PHONE WITH ANSWERING SERVICE  
1 NOVA VERIFONE OMNI 3200  
GRANITE COUNTER  
1 OFFICE CHAIR  
1 SMALL SAFE  
1 SMALL FILING CABINET  
1 LARGE FILING CABINET  
1 STACKABLE WASHER/DRYER UNIT  
1 VACUUM  
TOWELS  
SPRAY BOTTLES  
12 RADIOS  
12 SUEDE STOOLS  
12 SMALL FANS  
1 WICKER COUCH WITH PILLOWS  
3 WALL PRINTS  
1 SMALL REFRIGERATOR  
1 SMALL MICROWAVE  
2 STORAGE CHESTS  
2 WALL MIRRORS  
12 FULL LENGTH MIRRORS  
HELIOS SOFTWARE WITH UPGRADES  
2100-2200 CUSTOMER MAILING LIST  
MISC OFFICE SUPPLIES\  
MISC CLEANING SUPPLIES  
6 SUNVISION PRO 24S WOLFF SYSTEM TANNING BEDS  
3 SUNVISION PRO 28 LE 2 F WOLFF SYSTEM TANNING BEDS  
2 SUNVISION ZX 30 3F WOLFF SYSTEM TANNING BEDS  
1 SUNDOME XL 48 WOLFF SYSTEM TANNING BED (STAND-UP)

*EXHIBIT "A"*

**PROMISSORY NOTE**

LaPorte, Indiana

Date: August 21, 2006

I, promise to pay to the order of COPA CA TANNA, INC., JENNIFER BRUNO and JAMES BRUNO the sum of FIFTY THREE THOUSAND DOLLARS (\$53,000.00), payable as follows:

The sum of ONE THOUSAND ONE HUNDRED TEN DOLLARS and TWENTY FIVE CENTS (\$1,110.25) shall be payable in monthly installments commencing on the \_\_\_ day of November, 2006 and on the same day of the following eight months (December, January, February, March, April, May, June and July). No payments shall be required for the months of August, September and October. Payment shall resume the following November and for each successive eight (8) months with the payments following the same cycle until paid in full with interest. The amortization period has been calculated over seven (7) years Said sums payable at 8122 Tuckaway Court, Crown Point, Indiana.

In the event of default, interest shall be calculated at the rate of Twelve percent (12%) per annum during such period of any delinquency, and with attorney fees, costs and expenses without any relief whatever from valuation and appraisal laws. The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protests, notice of protest and non-payment of this note and agree that on default in payment of this note or any part, principal or interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable. The receipt of interest in advance or the extension of time shall not release or discharge any endorser, surety or guarantor of this note.

by:   
Adrian Richie

Prepared by: Ralph F. Howes  
Attorney at Law  
1003 Indiana Ave.  
LaPorte, IN  
(219) 326-7070