[redacted]

FILED: NOV 04, 2024 03:55 PM
OREGON SECRETARY OF STATE

UCC LIEN NO. 94026098 DIVINE COMPLEXIONS,

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
CSC 1-800-858-5294

B. E-MAIL CONTACT AT SUBMITTER (optional)
SPRFiling@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

2965 34157
CSC
1127 Broadway St. Ne, Suite 310
Salem, OR 97301

Filed In: Oregon (S.O.S.)

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Divine Complexions, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25700 Southwest Argyle Ave Ste C	Aurora	OR	97070	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: JB&B Capital, LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
109 S Northshore Dr Ste 200	Knoxville	TN	37919	USA

4. COLLATERAL: This financing statement covers the following collateral:

LightPod Neo Elite with all other parts and attachments as listed on Aerolase Corporation DBA Aerolase Purchase Order# 10242024AA. [Customer acknowledges Final Invoice from Aerolase Corporation DBA Aerolase will contain final equipment details such as serial number(s), model number(s) and invoice number(s). As such, Customer agrees Final Invoice will be considered the official equipment "Description" and will be subject to all terms and conditions set forth in said Equipment Finance Agreement together with all parts, attachments, additions, replacements and repairs incorporated in or affixed thereto; and all proceeds, payments, or rental due thereunder of which equipment described above is subject thereto.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: 184010-001

2965 34157

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 07/01/23)

JB&B CAPITAL
COMMERCIAL LENDING

EQUIPMENT FINANCE AGREEMENT

109 S Northshore Drive, Suite 200
Knoxville, TN 37919

Contract ID: 184010-001

DEBTOR INFORMATION

Debtor Legal Name: Divine Complexions, LLC
Address: 25700 Southwest Argyle Ave Ste C
City: Aurora | County: United States | State: Oregon | Zip: 97070
Phone: 503-757-8280 | Tax ID: | Debtor is a(n): Limited Liability Company | Email: christine@divinecomplexions.com

COLLATERAL DESCRIPTION

Qty	DESCRIPTION	SERIAL NUMBERS	VENDOR	AMOUNT
1	LightPod Neo Elite with all other parts and attachments as listed on Aerolase Corporation DBA Aerolase Purchase Order# 10242024AA. [Customer acknowledges Final Invoice from Aerolase Corporation DBA Aerolase will contain final equipment details such as serial number(s), model number(s) and invoice number(s). As such, Customer agrees Final Invoice will be considered the official equipment "Description" and will be subject to all terms and conditions set forth in said Equipment Finance Agreement.		Aerolase Corporation DBA Aerolase	$63,700.00

Total Cost of Finance Equipment: $63,700.00

We hereby agree the Collateral has been delivered and is acceptable in all respects OR the collateral has not been delivered but we hereby authorize you to make payment to the Vendor in order to initiate delivery. Disbursement of funds by JB&B Capital, LLC in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by us of any and all such proceeds. The term "Collateral" shall mean the Equipment(s) or other personal property described above or in any Schedule or any Exhibit, to this Agreement, to include copies of vendor invoices and shall include all present and future attachments, accessories, substitutions, and replacements, to or for the foregoing, as well as all proceeds and products of the foregoing, including, and without limitation, lease, insurance proceeds, and condemnation awards.

INSTALLMENT SCHEDULE

FOR VALUE RECEIVED, the undersigned Debtor (referred to throughout this Agreement as "Debtor", "we","us","our" and "ours" including its successors and assigns), jointly and severally, if more than one, unconditionally, and without setoff or defense, promises to pay to the order of JB&B Capital, LLC including its successors and assigns, (referred to throughout this Agreement as "Creditor", "you","your" and "yours"), at 109 S Northshore Drive, Suite 200, Knoxville, TN 37919 or at such address as you or any subsequent holder of this Equipment Finance Agreement (the "Agreement") the amounts set forth below in advance each period set forth below through the entire Term of this Agreement.

Term	Monthly Installments	Additional Terms	Payment Date
63 Months	3 @ $99.00 60 @ $1,468.81 First Payment in Advance	All Payments Plus, Applicable Taxes Plus, $9.50 Service Fee	Due the 1st, 5th, 15th or 20th day of each month beginning in _____ (For Internal Use Only)

Installment payments are due on the above "Payment Dates". If any installment is not paid within ten (10) days of when the same comes due, we will pay a late charge of 10% of the overdue installment or Ten Dollars ($10.00), whichever is greater, provided such amount does not exceed the maximum amount permitted under applicable law.

DEBTOR CERTIFICATION

WE CERTIFY THAT THIS IS A COMMERCIAL TRANSACTION AND THAT NEITHER THE FUNDS ADVANCED BY YOU HEREUNDER NOR THE COLLATERAL WILL BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.

This Agreement is subject to the further terms and conditions set forth on Page 2 through 5 which are made a part hereof, and we acknowledge that we have read this Agreement, were provided with a reasonable opportunity to consult with counsel regarding the interpretation and effect of this Agreement, and were provided with a copy of this Agreement for our records. We agree that a facsimile, and/or an electronic copy of this Agreement with a facsimile of our signature may be treated as an original and will be admissible as the best evidence of the Agreement.

CREDITOR ACCEPTANCE

ACCEPTED BY CREDITOR
JB&B Capital, LLC

X DocuSigned by: Danyele Miller
053E7D030172461...
AUTHORIZED SIGNATURE

Printed Name: Danyele Miller

Signor Title: CFO

Date: 10/31/2024 | 3:33 PM EDT

DEBTOR SIGNATURE

ACCEPTED BY DEBTOR
Divine Complexions, LLC

X Signed by: [signature]
INTENDING TO BE LEGALLY BOUND: AUTHORIZED SIGNATURE

Printed Name: Christine Lewy

Signor Title: Owner

Date: 10/31/2024 | 3:24 PM EDT

aerolase®

Purchase Order # ____**10242024AA**

Divine Complexions LLC
25700 SW Argyle Ave Suite C
Wilsonville, OR 97070
Christine Lewy
562-234-4817
christine@divinecomplexions.com

ITEM DESCRIPTION	PRICE EACH	QTY.	AMOUNT
LightPod Neo Elite 650-µsec Laser	**$75,000**	**1**	**$75,000**
LASER ACCESSORIES per laser: focused & collimated laser lenses; handpiece filters (25); patient eyewear; practitioner eyewear (2); laser carrying bag; case/safety keys; laser cart			Included
MANUFACTURER'S WARRANTY – 12 months or 1 million pulses, whichever comes first, for parts and labor for repairs		1	Included

AEROLASE CUSTOMER SUCCESS PACKAGE:
• In-office materials per laser (Banner Stand, Look Book, 200 Patient Flyers, Poster, 2 Counter Displays, Waiting Room DVD)
• E-marketing Support: Photos And Videos For Website, Website And Social Media Linkages
• Business Accelerator Onboarding Process
  ○ Social Media Tutorial for Driving Engagement
  ○ Marketing follow-ups at 1 Month, 2 Months & 4-5 Months
		1	Included

OPERATOR TRAINING • Initial Operator Training: Laser Use, Care & Protocols • Virtual Training follow-ups at 1 Month, 3 Months & 6 Months • Additional certified Virtual training sessions: 1 per year of warranty		1	Included
Price discount of $11,300.00			**$ 11,300.00**
Net order amount before sales tax			**$ 63,700.00**
Total Including Local/State Sales tax (no tax in Oregon)			**$ 63,700.00**

WIRE TRANSFERS:

JP MORGAN CHASE BANK
383 Madison Avenue, New York, NY, 10017, 212-224-0570
BENEFICIARY: AEROLASE
ROUTING #: 021000021
A/C#: 744599960

I HAVE READ THE ENTIRE AGREEMENT, INCLUDING THE SECOND PAGE, AND I HEREBY AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

BUYER: _____ DATE: _____
Signature

SELLER: _____ DATE: _____
Signature

ADDITIONAL TERMS OF AGREEMENT

"I", "me", and "my" refer to the Buyer. "You" and "your" refer to the Seller.

I agree that this order is subject to the following terms:

Buyer's Refusal to Purchase. I understand that any cash deposit I have given to you can be retained to offset your expenses and/or damages if I refuse to complete my purchase. I also understand that I may be responsible for any other expenses and/or damages, which you may incur as a result of my failure to perform my obligations under the terms of this Agreement. I also understand that there is no return policy after the goods are delivered to me and that after the delivery your obligations to me are limited to repairs or replacements of the goods covered under the terms of Aerolase' Manufacturer Warranty.

Delay in Delivery. I understand that you shall not be liable for delays caused by events beyond your control (force-majeure).

Transfer of Title. The title of the goods is passed on to the Buyer after completion of payment and receipt of 100% of all funds by the Seller.

Disclaimer of Warranties. I UNDERSTAND THAT YOU EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE DEVICE, except as otherwise provided in writing by you in an attachment to this Agreement or in a document delivered to me when the device is delivered.

Limitation of Implied Warranties. Some States do not allow either (1) Limitation on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages, so these limitations may not apply.

Contract Price. The total cash price shown on the front of this agreement is the final contract price to which you and I have agreed. The quoted prices do not include taxes.

Change of Design. I understand that you have the right to change the design of the device, accessories or any parts at any time without notice to me and I will accept any and all such changes of the design.

Use of the Product. I accept the responsibility to determine who may operate the laser in the location where it is operated, based on any regulatory or other requirements that may affect the practice of laser medicine.

Other. This Agreement is governed by and construed in accordance with the law of the United States of America and of the state of New York except for the body of law known as conflicts of law and excluding any applicable provisions of the United Nations Convention for the International Sales of Goods.

Preventative Maintenance. Aerolase recommends a PM (preventative maintenance) at each 12 month or 1 million pulse interval of ownership, whichever comes first. This service is available at a fee.

aerolase®
reinventing medical lasers

INVOICE # 103124AA

Date: October 31, 2024

Bill to/Ship To:
Divine Complexions LLC
25700 Southwest Argyle Ave. Suite C
Aurora, OR 97070

Neo Elite laser with all attachments and accessories

Serial # TBD

Total - $63,700.00

Payment terms: 100% payment prior to delivery

Wire Transfer Instructions:
Bank Name: JP MORGAN CHASE BANK, 383 Madison Ave., New York, NY, 10017
BENEFICIARY: AEROLASE
ABA (routing) #: 021000021 / **Account** #: 744599960 / **Tel:** 212-224-0570