Fill in this information to identify the case:
Debtor 1 Body Contour Ventures, LLC
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court **Eastern District of Michigan**
Case number: **19−42510**

FILED
U.S. Bankruptcy Court
Eastern District of Michigan
6/28/2019
Katherine B. Gullo, Clerk

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Arboretum I LLC
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Arboretum I LLC	
Name	Name
34975 West 12 Mile Road Farmington Hills, MI 48331 Attn: Megan Odell	
Contact phone 248−258−5959	Contact phone
Contact email cluckoff@cbllawgrp.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**
   ☐ No
   ☑ Yes. Claim number on court claims registry (if known) 90 Filed on 05/29/2019
   MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
- ☑ No
- ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. **How much is the claim?** $ 124296.46

Does this amount include interest or other charges?
- ☐ No
- ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as healthcare information.

Unpaid rent, taxes, electricity and legal fees for commercial lease

9. **Is all or part of the claim secured?**
- ☑ No
- ☐ Yes. The claim is secured by a lien on property.

Nature of property:
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410−A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ _____

Amount of the claim that is secured: $ _____

Amount of the claim that is unsecured: $ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ _____

Annual Interest Rate (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

10. **Is this claim based on a lease?**
- ☐ No
- ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 15456.61

11. **Is this claim subject to a right of setoff?**
- ☑ No
- ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☐ No ☑ Yes. *Check all that apply*:	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
	☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
	☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
	☑ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies	$ 7096.29

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☑ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6/28/2019
MM / DD / YYYY

/s/ Cheryl Luckoff
Signature

Print the name of the person who is completing and signing this claim:

Name: Cheryl Luckoff
First name Middle name Last name

Title: Attorney

Company: The Law Office of Cheryl Luckoff
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 30400 Telegraph Road Suite 373
Number Street

Bingham Farms,, MI 48025
City State ZIP Code

Contact phone 2482585959 Email cluckoff@cbllawgrp.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	Chapter 11
Body Contour Ventures, LLC,	Case No. 19-42510-pjs
Debtors.	Hon. Phillip J. Shefferly

ARBORETUM I LLC'S STATEMENT OF ACCOUNT IN SUPPORT OF ITS PROOF OF CLAIM

Claim Constitutes:

I. PRE-PETITION

Balance of Rent and Charges as of 2/22/2019	$13,475
legal fees and court costs from judgment	$1991
Total	$15,466.00

II. POST-PETITION EXPENSES

$5996.29 for rent, electricity, late charges, taxes and legal fees =	$7096.29

III. **LEASE REJECTION DAMAGES**:

Purusant to 11 USC 502(b)(6), rejection damages:

6/1/19 -6/30/19	Monthly tax estimate	$768.00
6/1/19 -6/30/19	Monthly Electric Reimbursement	$101.12
6/1/19 -6/30/19	Monthly Rent	$8097.42
7/01/19-5/31/20	Monthly Electric Reimbursement	1167.87
7/01/19-5/31/20	Monthly Rent	$91,609.76
Total lease rejection damages:		$101,734.17
Total claim:		$124,296.46

Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
03/23/2015	Chk# 1392		0.00	5,742.34	(5,742.34)	R-626018	
03/24/2015	Chk# 7523		0.00	5,742.34	(11,484.68)	R-626019	
06/08/2015	Monthly OPE/CAM Estimate (06/2015)	200	71.64	0.00	(11,413.04)	C-1102989	No
06/08/2015	Office Rent (06/2015)	200	4,402.45	0.00	(7,010.59)	C-1102990	No
06/08/2015	Concessions - Office (06/2015)	200	(2,201.22)	0.00	(9,211.81)	C-1102991	No
06/08/2015	Monthly Tax Estimate (06/2015)	200	8.28	0.00	(9,203.53)	C-1102992	No
07/01/2015	Monthly OPE/CAM Estimate (07/2015)	200	93.44	0.00	(9,110.09)	C-1105819	No
07/01/2015	Office Rent (07/2015)	200	5,742.33	0.00	(3,367.76)	C-1105820	No
07/01/2015	Concessions - Office (07/2015)	200	(2,871.16)	0.00	(6,238.92)	C-1105821	No
07/01/2015	Monthly Tax Estimate (07/2015)	200	10.80	0.00	(6,228.12)	C-1105822	No
08/01/2015	Monthly OPE/CAM Estimate (08/2015)	200	93.44	0.00	(6,134.68)	C-1136220	No
08/01/2015	Office Rent (08/2015)	200	5,742.33	0.00	(392.35)	C-1136221	No
08/01/2015	Concessions - Office (08/2015)	200	(2,871.16)	0.00	(3,263.51)	C-1136222	No
08/01/2015	Monthly Tax Estimate (08/2015)	200	10.80	0.00	(3,252.71)	C-1136223	No
08/01/2015	Chk# 7560		0.00	88.47	(3,341.18)	R-713422	
09/01/2015	Monthly OPE/CAM Estimate (09/2015)	200	93.44	0.00	(3,247.74)	C-1185822	No
09/01/2015	Office Rent (09/2015)	200	5,742.33	0.00	2,494.59	C-1185823	No
09/01/2015	Concessions - Office (09/2015)	200	(2,871.16)	0.00	(376.57)	C-1185824	No
09/01/2015	Monthly Tax Estimate (09/2015)	200	10.80	0.00	(365.77)	C-1185825	No
09/12/2015	Electric (08/12/15-09/11/15)		79.37	0.00	(286.40)	C-1229686	No
10/01/2015	Monthly OPE/CAM Estimate (10/2015)	200	93.44	0.00	(192.96)	C-1224309	No
10/01/2015	Office Rent (10/2015)	200	5,742.33	0.00	5,549.37	C-1224310	No
10/01/2015	Concessions - Office (10/2015)	200	(2,871.16)	0.00	2,678.21	C-1224311	No
10/01/2015	Monthly Tax Estimate (10/2015)	200	10.80	0.00	2,689.01	C-1224312	No
10/07/2015	Late Charge, 5% of $2975.41		148.77	0.00	2,837.78	C-1269423	No
10/07/2015	Late Charge(2), 1.25% of $2975.41		37.19	0.00	2,874.97	C-1269424	No
10/15/2015	Electric 09/11/15-10/13/15		115.36	0.00	2,990.33	C-1268331	No
10/30/2015	Chk# 7591		0.00	5,742.34	(2,752.01)	R-787339	
10/30/2015	Chk# 7592		0.00	253.42	(3,005.43)	R-787340	
11/01/2015	Monthly OPE/CAM Estimate (11/2015)	200	93.44	0.00	(2,911.99)	C-1272648	No
11/01/2015	Office Rent (11/2015)	200	5,742.33	0.00	2,830.34	C-1272649	No
11/01/2015	Concessions - Office (11/2015)	200	(2,871.16)	0.00	(40.82)	C-1272650	No
11/01/2015	Monthly Tax Estimate (11/2015)	200	10.80	0.00	(30.02)	C-1272651	No
11/01/2015	Electric 10/13/15-11/10/15		150.98	0.00	120.96	C-1309889	No
12/01/2015	Monthly OPE/CAM Estimate (12/2015)	200	93.44	0.00	214.40	C-1311119	No
12/01/2015	Office Rent (12/2015)	200	5,742.33	0.00	5,956.73	C-1311120	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
12/01/2015	Concessions - Office (12/2015)	200	(2,871.16)	0.00	3,085.57	C-1311121	No
12/01/2015	Monthly Tax Estimate (12/2015)	200	10.80	0.00	3,096.37	C-1311122	No
12/03/2015	Chk# 7348		0.00	2,871.16	225.21	R-838808	
12/07/2015	Late Charge, 5% of $2975.41		148.77	0.00	373.98	C-1354088	No
12/07/2015	Late Charge(2), 1.25% of $2975.41		37.19	0.00	411.17	C-1354089	No
12/15/2015	Electric 11/10/15-12/10/15		123.53	0.00	534.70	C-1351098	No
01/01/2016	Office Rent (01/2016)	200	5,742.33	0.00	6,277.03	C-1354776	No
01/01/2016	Concessions - Office (01/2016)	200	(2,871.16)	0.00	3,405.87	C-1354777	No
01/01/2016	Monthly Tax Estimate (01/2016)	200	45.66	0.00	3,451.53	C-1354778	No
01/07/2016	Late Charge, 5% of $2916.83		145.84	0.00	3,597.37	C-1393665	No
01/07/2016	Late Charge(2), 1.25% of $3021.08		37.76	0.00	3,635.13	C-1393666	No
01/18/2016	Electric 12/10/15-01/12/16		119.42	0.00	3,754.55	C-1393141	No
01/19/2016	Chk# 6152		0.00	6,322.68	(2,568.13)	R-862799	
02/01/2016	Office Rent (02/2016)	200	5,742.33	0.00	3,174.20	C-1396749	No
02/01/2016	Concessions - Office (02/2016)	200	(2,871.16)	0.00	303.04	C-1396750	No
02/01/2016	Monthly Tax Estimate (02/2016)	200	45.66	0.00	348.70	C-1396751	No
02/15/2016	Electric 01/12/16-02/11/16		137.60	0.00	486.30	C-1434757	No
03/01/2016	Office Rent (03/2016)	200	5,742.33	0.00	6,228.63	C-1439272	No
03/01/2016	Concessions - Office (03/2016)	200	(2,871.16)	0.00	3,357.47	C-1439273	No
03/01/2016	Monthly Tax Estimate (03/2016)	200	45.66	0.00	3,403.13	C-1439274	No
03/03/2016	Chk# 6165		0.00	3,403.13	0.00	R-901469	
03/21/2016	Electric 02/11/16-03/11/16		126.14	0.00	126.14	C-1478633	No
03/31/2016	2015 Y/E OPE/CAM Adjustment		(632.28)	0.00	(506.14)	C-1486301	No
03/31/2016	2015 Y/E Tax Adjustment		156.08	0.00	(350.06)	C-1486302	No
04/01/2016	Office Rent (04/2016)	200	5,742.33	0.00	5,392.27	C-1480097	No
04/01/2016	Concessions - Office (04/2016)	200	(2,871.16)	0.00	2,521.11	C-1480098	No
04/01/2016	Monthly Tax Estimate (04/2016)	200	45.66	0.00	2,566.77	C-1480099	No
04/19/2016	Electric 03/11/16-04/13/16		139.48	0.00	2,706.25	C-1522852	No
05/01/2016	Office Rent (05/2016)	200	5,742.33	0.00	8,448.58	C-1521088	No
05/01/2016	Concessions - Office (05/2016)	200	(2,871.16)	0.00	5,577.42	C-1521089	No
05/01/2016	Monthly Tax Estimate (05/2016)	200	45.66	0.00	5,623.08	C-1521090	No
05/01/2016	Chk# 6189		0.00	5,623.08	0.00	R-941118	
05/12/2016	Electric 04/13/16-05/11/16		152.44	0.00	152.44	C-1601135	No
06/01/2016	Office Rent (06/2016)	200	1,339.88	0.00	1,492.32	C-1566702	No
06/01/2016	Office Rent (06/2016)	200	4,874.14	0.00	6,366.46	C-1566703	No
06/01/2016	Concessions - Office (06/2016)	200	(669.94)	0.00	5,696.52	C-1566704	No

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Lease Ledger

Date: 06/28/2019

Property: arb1

Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.

From Date: 06/08/2015 To Date: 06/30/2021

Move In Date: 06/08/2017

Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
06/01/2016	Monthly Tax Estimate (06/2016)	200	45.66	0.00	5,742.18	C-1566705	No
06/07/2016	Late Charge, 5% of $6259.68 :Reversed by Charge Ctrl# 1736076		312.98	0.00	6,055.16	C-1606464	No
06/07/2016	Late Charge(2), 1.25% of $6259.68 :Reversed by Charge Ctrl# 1736077		78.25	0.00	6,133.41	C-1606465	No
06/07/2016	Chk# 6210		0.00	5,589.74	543.67	R-982829	
06/29/2016	Electric 05/11/16-06/13/16		172.10	0.00	715.77	C-1617135	No
07/01/2016	Office Rent (07/2016)	200	6,357.58	0.00	7,073.35	C-1607207	No
07/01/2016	Monthly Tax Estimate (07/2016)	200	45.66	0.00	7,119.01	C-1607208	No
07/07/2016	Late Charge, 5% of $6403.24 :Reversed by Charge Ctrl# 1923927		320.16	0.00	7,439.17	C-1654763	No
07/07/2016	Late Charge(2), 1.25% of $6403.24 :Reversed by Charge Ctrl# 1923928		80.04	0.00	7,519.21	C-1654764	No
07/12/2016	Chk# 6229		0.00	6,357.58	1,161.63	R-1009968	
07/22/2016	Electric 06/13/16-07/13/16		147.60	0.00	1,309.23	C-1657169	No
08/01/2016	Office Rent (08/2016)	200	6,357.58	0.00	7,666.81	C-1653354	No
08/01/2016	Monthly Tax Estimate (08/2016)	200	45.66	0.00	7,712.47	C-1653355	No
08/11/2016	Chk# 3263		0.00	6,829.72	882.75	R-1037769	
08/18/2016	Electric 07/13/16-08/11/16		147.94	0.00	1,030.69	C-1699799	No
09/01/2016	Office Rent (09/2016)	200	6,357.58	0.00	7,388.27	C-1698118	No
09/01/2016	Monthly Tax Estimate (09/2016)	200	45.66	0.00	7,433.93	C-1698119	No
09/01/2016	:Reverse Charge Ctrl#1606464		(312.98)	0.00	7,120.95	C-1736076	Yes
09/01/2016	:Reverse Charge Ctrl#1606465		(78.25)	0.00	7,042.70	C-1736077	Yes
09/03/2016	Chk# 3324 NSFed by ctrl# 1065154 NSF		0.00	6,642.50	400.20	R-1060977	
09/12/2016	Chk# 3324 NSF receipt Ctrl# 1060977		0.00	(6,642.50)	7,042.70	R-1065154	
09/14/2016	Electric 08/11/16-09/13/16		165.91	0.00	7,208.61	C-1756633	No
09/27/2016	Chk# 3324		0.00	6,642.50	566.11	R-1069782	
10/01/2016	Office Rent (10/2016)	200	6,357.58	0.00	6,923.69	C-1745587	No
10/01/2016	Monthly Tax Estimate (10/2016)	200	45.66	0.00	6,969.35	C-1745588	No
10/07/2016	Late Charge, 5% of $6403.24 :Reversed by Charge Ctrl# 1923929		320.16	0.00	7,289.51	C-1789513	No
10/07/2016	Late Charge(2), 1.25% of $6403.24 :Reversed by Charge Ctrl# 1923930		80.04	0.00	7,369.55	C-1789514	No
10/07/2016	Chk# 3426		0.00	6,403.24	966.31	R-1092760	
10/15/2016	Electric 09/13/16-10/12/16		168.67	0.00	1,134.98	C-1788348	No
11/01/2016	Office Rent (11/2016)	200	6,357.58	0.00	7,492.56	C-1791266	No
11/01/2016	Monthly Tax Estimate (11/2016)	200	45.66	0.00	7,538.22	C-1791267	No
11/10/2016	Chk# 3569		0.00	6,403.24	1,134.98	R-1118870	

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
11/14/2016	Electric 10/12/16-11/10/16		162.54	0.00	1,297.52	C-1830801	No
12/01/2016	Office Rent (12/2016)	200	6,357.58	0.00	7,655.10	C-1833789	No
12/01/2016	Monthly Tax Estimate (12/2016)	200	45.66	0.00	7,700.76	C-1833790	No
12/16/2016	Electric 11/10/16-12/09/16		143.71	0.00	7,844.47	C-1874063	No
01/01/2017	Office Rent (01/2017)	200	6,357.58	0.00	14,202.05	C-1880713	No
01/01/2017	Monthly Tax Estimate (01/2017)	200	45.66	0.00	14,247.71	C-1880714	No
01/01/2017	Monthly Tax Estimate (01/2017)	200	42.22	0.00	14,289.93	C-1917636	No
01/01/2017	Reversed Monthly Tax Estimate (01/2017)	200	(45.66)	0.00	14,244.27	C-1917637	No
01/01/2017	Chk# 3700		0.00	6,403.24	7,841.03	R-1160499	
01/12/2017	Chk# 003796 :CHECKscan Payment		0.00	6,403.24	1,437.79	R-1167687	
01/17/2017	Electric 12/09/16-01/12/17		158.78	0.00	1,596.57	C-1915683	No
01/24/2017	Chk# 003878 :CHECKscan Payment		0.00	799.61	796.96	R-1171769	
01/25/2017	:Reverse Charge Ctrl#1654763		(320.16)	0.00	476.80	C-1923927	Yes
01/25/2017	:Reverse Charge Ctrl#1654764		(80.04)	0.00	396.76	C-1923928	Yes
01/25/2017	:Reverse Charge Ctrl#1789513		(320.16)	0.00	76.60	C-1923929	Yes
01/25/2017	:Reverse Charge Ctrl#1789514		(80.04)	0.00	(3.44)	C-1923930	Yes
02/01/2017	Office Rent (02/2017)	200	6,357.58	0.00	6,354.14	C-1917722	No
02/01/2017	Monthly Tax Estimate (02/2017)	200	42.22	0.00	6,396.36	C-1917723	No
02/09/2017	Chk# 003952 :CHECKscan Payment		0.00	6,399.80	(3.44)	R-1193877	
02/16/2017	Electric 01/12/17-02/10/17		159.25	0.00	155.81	C-1960607	No
03/01/2017	Office Rent (03/2017)	200	6,357.58	0.00	6,513.39	C-1962335	No
03/01/2017	Monthly Tax Estimate (03/2017)	200	42.22	0.00	6,555.61	C-1962336	No
03/06/2017	Chk# 004100 :CHECKscan Payment		0.00	6,555.61	0.00	R-1217646	
03/17/2017	Electric 02/10/17-03/10/17		149.37	0.00	149.37	C-2008238	No
04/01/2017	Office Rent (04/2017)	200	6,357.58	0.00	6,506.95	C-2008383	No
04/01/2017	Monthly Tax Estimate (04/2017)	200	42.22	0.00	6,549.17	C-2008384	No
04/10/2017	Chk# 004315 :CHECKscan Payment		0.00	6,549.17	0.00	R-1247640	
04/18/2017	Electric 03/10/17-04/12/17		159.38	0.00	159.38	C-2053808	No
05/01/2017	Office Rent (05/2017)	200	6,357.58	0.00	6,516.96	C-2059826	No
05/01/2017	Monthly Tax Estimate (05/2017) :Revised by ctrl# 2141515	200	42.22	0.00	6,559.18	C-2059827	No
05/01/2017	Electric Reimbursement (05/2017) :Reversed by Charge Ctrl# 2183972		96.30	0.00	6,655.48	C-2141512	No
05/01/2017	Office Rent (05/2017) :Reversed by Charge Ctrl# 2183973		1,248.33	0.00	7,903.81	C-2141513	No
05/01/2017	Adjust Monthly Tax Estimate (05/2017) :Reversed by Charge Ctrl# 2183974		7.34	0.00	7,911.15	C-2141514	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
05/10/2017	2016 Tax Adjustment		(174.67)	0.00	7,736.48	C-2093108	No
05/11/2017	Chk# 004480 :CHECKscan Payment		0.00	6,559.18	1,177.30	R-1273695	
05/15/2017	Electric 04/12/17-05/10/17		148.48	0.00	1,325.78	C-2095016	No
06/01/2017	Office Rent (06/2017)	200	6,357.58	0.00	7,683.36	C-2096585	No
06/01/2017	Monthly Tax Estimate (06/2017) :Revised by ctrl# 2141519	200	42.22	0.00	7,725.58	C-2096586	No
06/01/2017	Electric Reimbursement (06/2017) :Reversed by Charge Ctrl# 2183975		96.30	0.00	7,821.88	C-2141516	No
06/01/2017	Office Rent (06/2017) :Reversed by Charge Ctrl# 2183976		1,248.33	0.00	9,070.21	C-2141517	No
06/01/2017	Adjust Monthly Tax Estimate (06/2017) :Reversed by Charge Ctrl# 2183977		7.34	0.00	9,077.55	C-2141518	No
06/01/2017	:Reverse Charge Ctrl#2141512 Tenant did not take occupancy of expansion until 06/08/17		(96.30)	0.00	8,981.25	C-2183972	Yes
06/01/2017	:Reverse Charge Ctrl#2141513 Tenant did not take occupancy of expansion until 06/08/17		(1,248.33)	0.00	7,732.92	C-2183973	Yes
06/01/2017	:Reverse Charge Ctrl#2141514 Tenant did not take occupancy of expansion until 06/08/17		(7.34)	0.00	7,725.58	C-2183974	Yes
06/01/2017	:Reverse Charge Ctrl#2141516 Tenant did not take occupancy of expansion until 06/08/17		(96.30)	0.00	7,629.28	C-2183975	Yes
06/01/2017	:Reverse Charge Ctrl#2141517 Tenant did not take occupancy of expansion until 06/08/17		(1,248.33)	0.00	6,380.95	C-2183976	Yes
06/01/2017	:Reverse Charge Ctrl#2141518 Tenant did not take occupancy of expansion until 06/08/17		(7.34)	0.00	6,373.61	C-2183977	Yes
06/08/2017	Office Rent (06/2017)		957.05	0.00	7,330.66	C-2183978	No
06/08/2017	Monthly Tax Estimate (06/2017)		5.63	0.00	7,336.29	C-2183979	No
06/08/2017	Electric Reimbursement (06/2017)		73.83	0.00	7,410.12	C-2183980	No
06/12/2017	Chk# 004613 :CHECKscan Payment		0.00	6,373.61	1,036.51	R-1300327	
06/21/2017	Electricity Reimbursement 05/10-06/13/17		173.78	0.00	1,210.29	C-2146851	No
07/01/2017	Electric Reimbursement (07/2017)	261	96.30	0.00	1,306.59	C-2144789	No
07/01/2017	Office Rent (07/2017)	261	1,284.00	0.00	2,590.59	C-2144790	No
07/01/2017	Office Rent (07/2017)	200	6,562.67	0.00	9,153.26	C-2144791	No
07/01/2017	Monthly Tax Estimate (07/2017)	200,261	49.56	0.00	9,202.82	C-2144792	No
07/13/2017	Chk# 004875 :CHECKscan Payment		0.00	8,070.01	1,132.81	R-1328141	
07/19/2017	Electric 06/13/17-07/13/17		154.68	0.00	1,287.49	C-2190097	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
07/26/2017	RMB FastSigns Inv #162-82928 - Suite Sign		45.60	0.00	1,333.09	C-2194741	No
08/01/2017	Electric Reimbursement (08/2017)	261	96.30	0.00	1,429.39	C-2186486	No
08/01/2017	Office Rent (08/2017)	261	1,284.00	0.00	2,713.39	C-2186487	No
08/01/2017	Office Rent (08/2017)	200	6,562.67	0.00	9,276.06	C-2186488	No
08/01/2017	Monthly Tax Estimate (08/2017)	200,261	49.56	0.00	9,325.62	C-2186489	No
08/09/2017	Chk# 005059 :CHECKscan Payment		0.00	9,325.62	0.00	R-1355613	
08/16/2017	Electric 07/13/17-08/11/17		161.14	0.00	161.14	C-2237380	No
09/01/2017	Electric Reimbursement (09/2017)	261	96.30	0.00	257.44	C-2243190	No
09/01/2017	Office Rent (09/2017)	261	1,284.00	0.00	1,541.44	C-2243191	No
09/01/2017	Office Rent (09/2017)	200	6,562.67	0.00	8,104.11	C-2243192	No
09/01/2017	Monthly Tax Estimate (09/2017)	200,261	49.56	0.00	8,153.67	C-2243193	No
09/18/2017	Electric 08/11/17-9/13/17		172.08	0.00	8,325.75	C-2290733	No
09/28/2017	Chk# 005305 :CHECKscan Payment		0.00	8,153.67	172.08	R-1396255	
10/01/2017	Electric Reimbursement (10/2017)	261	96.30	0.00	268.38	C-2290859	No
10/01/2017	Office Rent (10/2017)	261	1,284.00	0.00	1,552.38	C-2290860	No
10/01/2017	Office Rent (10/2017)	200	6,562.67	0.00	8,115.05	C-2290861	No
10/01/2017	Monthly Tax Estimate (10/2017)	200,261	49.56	0.00	8,164.61	C-2290862	No
10/07/2017	Late Charge, 5% of $7896.23		394.81	0.00	8,559.42	C-2342244	No
10/07/2017	Late Charge(2), 1.25% of $7896.23		98.70	0.00	8,658.12	C-2342245	No
10/20/2017	Electric 09/13/17-10/12/17		153.72	0.00	8,811.84	C-2344895	No
10/30/2017	Chk# 005492 :CHECKscan Payment		0.00	8,164.61	647.23	R-1428784	
11/01/2017	Electric Reimbursement (11/2017)	261	96.30	0.00	743.53	C-2344349	No
11/01/2017	Office Rent (11/2017)	261	1,284.00	0.00	2,027.53	C-2344350	No
11/01/2017	Office Rent (11/2017)	200	6,562.67	0.00	8,590.20	C-2344351	No
11/01/2017	Monthly Tax Estimate (11/2017)	200,261	49.56	0.00	8,639.76	C-2344352	No
11/07/2017	Late Charge, 5% of $7896.23		394.81	0.00	9,034.57	C-2394583	No
11/07/2017	Late Charge(2), 1.25% of $7896.23		98.70	0.00	9,133.27	C-2394584	No
11/13/2017	Electric 10/12/17-11/10/17		165.22	0.00	9,298.49	C-2392749	No
11/17/2017	Chk# 005699 :CHECKscan Payment		0.00	8,146.25	1,152.24	R-1454178	
11/30/2017	Certified Electric Invoice #19779, New Receptacles		195.00	0.00	1,347.24	C-2467907	No
12/01/2017	Electric Reimbursement (12/2017)	261	96.30	0.00	1,443.54	C-2396628	No
12/01/2017	Office Rent (12/2017)	261	1,284.00	0.00	2,727.54	C-2396629	No
12/01/2017	Office Rent (12/2017)	200	6,562.67	0.00	9,290.21	C-2396630	No
12/01/2017	Monthly Tax Estimate (12/2017)	200,261	49.56	0.00	9,339.77	C-2396631	No
12/07/2017	Late Charge, 5% of $7896.23		394.81	0.00	9,734.58	C-2472247	No
12/07/2017	Late Charge(2), 1.25% of $7896.23		98.70	0.00	9,833.28	C-2472248	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
12/19/2017	Electric 11/10/17-12/12/17		176.48	0.00	10,009.76	C-2471799	No
12/21/2017	Chk# 2065_15817031 https://www.clickpay.com/viewcheck.aspx?tid=L171221_YQ2LV1		0.00	195.00	9,814.76	R-1497352	
01/01/2018	Electric Reimbursement (01/2018)	261	96.30	0.00	9,911.06	C-2473570	No
01/01/2018	Office Rent (01/2018)	261	1,284.00	0.00	11,195.06	C-2473571	No
01/01/2018	Office Rent (01/2018)	200	6,562.67	0.00	17,757.73	C-2473572	No
01/01/2018	Monthly Tax Estimate (01/2018) :Revised by ctrl# 2564621	200,261	49.56	0.00	17,807.29	C-2473573	No
01/01/2018	Monthly Tax Estimate (01/2018)	200,261	54.32	0.00	17,861.61	C-2564620	No
01/01/2018	Reversed Monthly Tax Estimate (01/2018) :Revises charge ctrl# 2473573	200,261	(49.56)	0.00	17,812.05	C-2564621	No
01/05/2018	Chk# 006015 :CHECKscan Payment NSFed by ctrl# 1587183 Payment returned by bank on 01/12/18		0.00	9,144.77	8,667.28	R-1518905	
01/07/2018	Late Charge, 5% of $7896.23		394.81	0.00	9,062.09	C-2518356	No
01/07/2018	Late Charge(2), 1.25% of $7896.23		98.70	0.00	9,160.79	C-2518357	No
01/17/2018	Electric 12/12/17-01/12/18		186.32	0.00	9,347.11	C-2520085	No
01/26/2018	Chk# 6308_16995718 https://www.clickpay.com/viewcheck.aspx?tid=L180126_OS5DS2		0.00	8,662.53	684.58	R-1529258	
02/01/2018	Electric Reimbursement (02/2018)	261	96.30	0.00	780.88	C-2522614	No
02/01/2018	Office Rent (02/2018)	261	1,284.00	0.00	2,064.88	C-2522615	No
02/01/2018	Office Rent (02/2018)	200	6,562.67	0.00	8,627.55	C-2522616	No
02/01/2018	Monthly Tax Estimate (02/2018) :Revised by ctrl# 2564679	200,261	49.56	0.00	8,677.11	C-2522617	No
02/01/2018	Monthly Tax Estimate (02/2018)	200,261	54.32	0.00	8,731.43	C-2564678	No
02/01/2018	Reversed Monthly Tax Estimate (02/2018) :Revises charge ctrl# 2522617	200,261	(49.56)	0.00	8,681.87	C-2564679	No
02/07/2018	Late Charge, 5% of $7950.55		397.53	0.00	9,079.40	C-2573677	No
02/07/2018	Late Charge(2), 1.25% of $8004.87		100.06	0.00	9,179.46	C-2573678	No
02/19/2018	Electric 01/12/18-02/12/18		193.27	0.00	9,372.73	C-2571187	No
03/01/2018	Electric Reimbursement (03/2018)	261	96.30	0.00	9,469.03	C-2567198	No
03/01/2018	Office Rent (03/2018)	261	1,284.00	0.00	10,753.03	C-2567199	No
03/01/2018	Office Rent (03/2018)	200	6,562.67	0.00	17,315.70	C-2567200	No
03/01/2018	Monthly Tax Estimate (03/2018)	200,261	54.32	0.00	17,370.02	C-2567201	No
03/01/2018	Chk# 001052 :CHECKscan Payment		0.00	8,178.85	9,191.17	R-1573114	
03/01/2018	Chk# 006015 NSF receipt Ctrl# 1518905		0.00	(9,144.77)	18,335.94	R-1587183	
03/07/2018	Late Charge, 5% of $7900.99		395.05	0.00	18,730.99	C-2621218	No
03/07/2018	Late Charge(2), 1.25% of $15752.42		196.91	0.00	18,927.90	C-2621219	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
03/16/2018	Electric 02/12/18-03/13/18		186.45	0.00	19,114.35	C-2618846	No
03/19/2018	Chk# 1064_19099055 https://www.clickpay.com/viewcheck.aspx?tid=L180319_CL6GB3		0.00	9,191.17	9,923.18	R-1589909	
03/26/2018	Chk# 1191_19176094 https://www.clickpay.com/viewcheck.aspx?tid=L180326_DI6YO4 NSFed by ctrl# 1595100 NSF Check		0.00	9,144.77	778.41	R-1593778	
03/29/2018	2017 Y/E Tax Adjustment		(91.43)	0.00	686.98	C-2630183	No
03/29/2018	2017 Y/E Tax Adjustment		(8.72)	0.00	678.26	C-2630184	No
03/30/2018	Chk# 1191_19176094 NSF receipt Ctrl# 1593778		0.00	(9,144.77)	9,823.03	R-1595100	
04/01/2018	Electric Reimbursement (04/2018)	261	96.30	0.00	9,919.33	C-2621531	No
04/01/2018	Office Rent (04/2018)	261	1,284.00	0.00	11,203.33	C-2621532	No
04/01/2018	Office Rent (04/2018)	200	6,562.67	0.00	17,766.00	C-2621533	No
04/01/2018	Monthly Tax Estimate (04/2018)	200,261	54.32	0.00	17,820.32	C-2621534	No
04/02/2018	Chk# 19624442 ClickPay - ACH - A1804021640_XT9LC0/1		0.00	1,284.00	16,536.32	R-1614552	
04/02/2018	Chk# 19624443 ClickPay - ACH - A1804021640_XT9LC0/2		0.00	394.76	16,141.56	R-1614553	
04/02/2018	Chk# 19624444 ClickPay - ACH - A1804021640_XT9LC0/3		0.00	98.70	16,042.86	R-1614554	
04/02/2018	Chk# 19624445 ClickPay - ACH - A1804021640_XT9LC0/4		0.00	98.70	15,944.16	R-1614555	
04/02/2018	Chk# 19624446 ClickPay - ACH - A1804021640_XT9LC0/5		0.00	100.06	15,844.10	R-1614556	
04/02/2018	Chk# 19624447 ClickPay - ACH - A1804021640_XT9LC0/6		0.00	397.53	15,446.57	R-1614557	
04/02/2018	Chk# 19624448 ClickPay - ACH - A1804021640_XT9LC0/7		0.00	394.80	15,051.77	R-1614558	
04/02/2018	Chk# 19624449 ClickPay - ACH - A1804021640_XT9LC0/8		0.00	6,562.67	8,489.10	R-1614559	
04/06/2018	Chk# 20016267 ClickPay - ACH - A1804061504_XU3FI0/1		0.00	6,562.67	1,926.43	R-1621023	
04/06/2018	Chk# 20016268 ClickPay - ACH - A1804061504_XU3FI0/2		0.00	54.32	1,872.11	R-1621024	
04/06/2018	Chk# 20016269 ClickPay - ACH - A1804061504_XU3FI0/3		0.00	1,284.00	588.11	R-1621025	
04/06/2018	Chk# 20016270 ClickPay - ACH - A1804061504_XU3FI0/4		0.00	96.30	491.81	R-1621026	
04/16/2018	Electric 03/13/18-04/12/18		191.79	0.00	683.60	C-2671215	No
05/01/2018	Electric Reimbursement (05/2018)	261	96.30	0.00	779.90	C-2669534	No
05/01/2018	Office Rent (05/2018)	261	1,284.00	0.00	2,063.90	C-2669535	No

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Lease Ledger

Date: 06/28/2019

Property: arb1

Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.

From Date: 06/08/2015 To Date: 06/30/2021

Move In Date: 06/08/2017

Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
05/01/2018	Office Rent (05/2018)	200	6,562.67	0.00	8,626.57	C-2669536	No
05/01/2018	Monthly Tax Estimate (05/2018)	200,261	54.32	0.00	8,680.89	C-2669537	No
05/07/2018	Late Charge, 5% of $7900.99		395.05	0.00	9,075.94	C-2722846	No
05/07/2018	Late Charge(2), 1.25% of $7900.99		98.76	0.00	9,174.70	C-2722847	No
05/14/2018	Chk# 21345608 ClickPay - ACH - A1805141201_VK8BS2/1		0.00	96.30	9,078.40	R-1657335	
05/14/2018	Chk# 21345609 ClickPay - ACH - A1805141201_VK8BS2/2		0.00	91.64	8,986.76	R-1657336	
05/14/2018	Chk# 21345610 ClickPay - ACH - A1805141201_VK8BS2/3		0.00	196.91	8,789.85	R-1657337	
05/14/2018	Chk# 21345611 ClickPay - ACH - A1805141201_VK8BS2/4		0.00	395.05	8,394.80	R-1657338	
05/14/2018	Chk# 21345612 ClickPay - ACH - A1805141201_VK8BS2/5		0.00	54.32	8,340.48	R-1657339	
05/14/2018	Chk# 21345613 ClickPay - ACH - A1805141201_VK8BS2/6		0.00	1,284.00	7,056.48	R-1657340	
05/14/2018	Chk# 21345614 ClickPay - ACH - A1805141201_VK8BS2/7		0.00	6,562.67	493.81	R-1657341	
05/16/2018	Electric 04/12/18-05/10/18		215.90	0.00	709.71	C-2719201	No
06/01/2018	Electric Reimbursement (06/2018)	261	96.30	0.00	806.01	C-2725451	No
06/01/2018	Office Rent (06/2018)	261	1,284.00	0.00	2,090.01	C-2725452	No
06/01/2018	Office Rent (06/2018)	200	6,562.67	0.00	8,652.68	C-2725453	No
06/01/2018	Monthly Tax Estimate (06/2018)	200,261	54.32	0.00	8,707.00	C-2725454	No
06/07/2018	Late Charge, 5% of $7900.99		395.05	0.00	9,102.05	C-2772767	No
06/07/2018	Late Charge(2), 1.25% of $7900.99		98.76	0.00	9,200.81	C-2772768	No
06/15/2018	Electric 05/10/18-06/12/18		205.78	0.00	9,406.59	C-2771636	No
06/15/2018	Chk# 22530308 ClickPay - ACH - A1806151510_KO3JS7/1		0.00	215.90	9,190.69	R-1690931	
06/15/2018	Chk# 22530309 ClickPay - ACH - A1806151510_KO3JS7/2		0.00	96.30	9,094.39	R-1690932	
06/15/2018	Chk# 22530310 ClickPay - ACH - A1806151510_KO3JS7/3		0.00	54.32	9,040.07	R-1690933	
06/15/2018	Chk# 22530311 ClickPay - ACH - A1806151510_KO3JS7/4		0.00	98.76	8,941.31	R-1690934	
06/15/2018	Chk# 22530312 ClickPay - ACH - A1806151510_KO3JS7/5		0.00	395.05	8,546.26	R-1690935	
06/15/2018	Chk# 22530313 ClickPay - ACH - A1806151510_KO3JS7/6		0.00	6,562.67	1,983.59	R-1690936	
06/15/2018	Chk# 22530314 ClickPay - ACH - A1806151510_KO3JS7/7		0.00	1,284.00	699.59	R-1690937	

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
07/01/2018	Electric Reimbursement (07/2018)	261	101.12	0.00	800.71	C-2775020	No
07/01/2018	Office Rent (07/2018)	261	1,319.67	0.00	2,120.38	C-2775021	No
07/01/2018	Office Rent (07/2018)	200	6,767.75	0.00	8,888.13	C-2775022	No
07/01/2018	Monthly Tax Estimate (07/2018)	200,261	54.32	0.00	8,942.45	C-2775023	No
07/07/2018	Late Charge, 5% of $8141.74		407.09	0.00	9,349.54	C-2822896	No
07/07/2018	Late Charge(2), 1.25% of $8141.74		101.77	0.00	9,451.31	C-2822897	No
07/16/2018	Chk# 23781387 ClickPay - ACH - A1807161116_FF2KQ0/1		0.00	54.32	9,396.99	R-1722294	
07/16/2018	Chk# 23781388 ClickPay - ACH - A1807161116_FF2KQ0/2		0.00	6,767.75	2,629.24	R-1722295	
07/16/2018	Chk# 23781389 ClickPay - ACH - A1807161116_FF2KQ0/3		0.00	205.78	2,423.46	R-1722296	
07/16/2018	Chk# 23781390 ClickPay - ACH - A1807161116_FF2KQ0/4		0.00	98.76	2,324.70	R-1722297	
07/16/2018	Chk# 23781391 ClickPay - ACH - A1807161116_FF2KQ0/5		0.00	101.12	2,223.58	R-1722298	
07/16/2018	Chk# 23781392 ClickPay - ACH - A1807161116_FF2KQ0/6		0.00	395.05	1,828.53	R-1722299	
07/16/2018	Chk# 23781393 ClickPay - ACH - A1807161116_FF2KQ0/7		0.00	1,319.67	508.86	R-1722300	
07/18/2018	Electric 06/12/18-07/12/18		193.84	0.00	702.70	C-2824973	No
08/01/2018	Electric Reimbursement (08/2018)	261	101.12	0.00	803.82	C-2825252	No
08/01/2018	Office Rent (08/2018)	261	1,319.67	0.00	2,123.49	C-2825253	No
08/01/2018	Office Rent (08/2018)	200	6,767.75	0.00	8,891.24	C-2825254	No
08/01/2018	Monthly Tax Estimate (08/2018)	200,261	54.32	0.00	8,945.56	C-2825255	No
08/07/2018	Late Charge, 5% of $8141.74		407.09	0.00	9,352.65	C-2870706	No
08/07/2018	Late Charge(2), 1.25% of $8141.74		101.77	0.00	9,454.42	C-2870707	No
08/20/2018	Electric 07/12/18-08/14/18		210.24	0.00	9,664.66	C-2872341	No
09/01/2018	Electric Reimbursement (09/2018)	261	101.12	0.00	9,765.78	C-2871957	No
09/01/2018	Office Rent (09/2018)	261	1,319.67	0.00	11,085.45	C-2871958	No
09/01/2018	Office Rent (09/2018)	200	6,767.75	0.00	17,853.20	C-2871959	No
09/01/2018	Monthly Tax Estimate (09/2018)	200,261	54.32	0.00	17,907.52	C-2871960	No
09/07/2018	Late Charge, 5% of $8141.74		407.09	0.00	18,314.61	C-2917831	No
09/07/2018	Late Charge(2), 1.25% of $16283.48		203.54	0.00	18,518.15	C-2917832	No
09/14/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	5,000.00	13,518.15	R-1788148	
09/18/2018	Electric 08/14/18-09/13/18		189.98	0.00	13,708.13	C-2918934	No
09/18/2018	Electric 08/14/18-09/13/18 :Reversed by Charge Ctrl# 2972814		188.78	0.00	13,896.91	C-2967409	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
09/18/2018	:Reverse Charge Ctrl#2967409		(188.78)	0.00	13,708.13	C-2972814	Yes
09/21/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	5,000.00	8,708.13	R-1790203	
09/28/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	5,000.00	3,708.13	R-1794206	
10/01/2018	Electric Reimbursement (10/2018)	261	101.12	0.00	3,809.25	C-2919159	No
10/01/2018	Office Rent (10/2018)	261	1,319.67	0.00	5,128.92	C-2919160	No
10/01/2018	Office Rent (10/2018)	200	6,767.75	0.00	11,896.67	C-2919161	No
10/01/2018	Monthly Tax Estimate (10/2018)	200,261	54.32	0.00	11,950.99	C-2919162	No
10/05/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	5,000.00	6,950.99	R-1814124	
10/07/2018	Late Charge, 5% of $6950.99		347.55	0.00	7,298.54	C-2964436	No
10/07/2018	Late Charge(2), 1.25% of $6950.99		86.89	0.00	7,385.43	C-2964437	No
10/15/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	5,000.00	2,385.43	R-1818402	
10/26/2018	Electric 09/13/18-10/11/18		188.78	0.00	2,574.21	C-2972827	No
11/01/2018	Electric Reimbursement (11/2018)	261	101.12	0.00	2,675.33	C-2968823	No
11/01/2018	Office Rent (11/2018)	261	1,319.67	0.00	3,995.00	C-2968824	No
11/01/2018	Office Rent (11/2018)	200	6,767.75	0.00	10,762.75	C-2968825	No
11/01/2018	Monthly Tax Estimate (11/2018)	200,261	54.32	0.00	10,817.07	C-2968826	No
11/01/2018	Chk# :ACH-WEB Online Payment - EFT Payment.		0.00	2,574.21	8,242.86	R-1837818	
11/07/2018	Late Charge, 5% of $8141.74		407.09	0.00	8,649.95	C-3010885	No
11/07/2018	Late Charge(2), 1.25% of $8141.74		101.77	0.00	8,751.72	C-3010886	No
11/30/2018	Electric 10/11/18-11/12/18		203.44	0.00	8,955.16	C-3052017	No
12/01/2018	Electric Reimbursement (12/2018)	261	101.12	0.00	9,056.28	C-3011620	No
12/01/2018	Office Rent (12/2018)	261	1,319.67	0.00	10,375.95	C-3011621	No
12/01/2018	Office Rent (12/2018)	200	6,767.75	0.00	17,143.70	C-3011622	No
12/01/2018	Monthly Tax Estimate (12/2018)	200,261	54.32	0.00	17,198.02	C-3011623	No
12/07/2018	Late Charge, 5% of $8141.74		407.09	0.00	17,605.11	C-3053889	No
12/07/2018	Late Charge(2), 1.25% of $16283.48		203.54	0.00	17,808.65	C-3053890	No
12/20/2018	Electric 11/12/18-12/11/18		186.37	0.00	17,995.02	C-3096816	No
01/01/2019	Electric Reimbursement (01/2019)	261	101.12	0.00	18,096.14	C-3056797	No
01/01/2019	Office Rent (01/2019)	261	1,319.67	0.00	19,415.81	C-3056798	No
01/01/2019	Office Rent (01/2019)	200	6,767.75	0.00	26,183.56	C-3056799	No
01/01/2019	Monthly Tax Estimate (01/2019)	200,261	64.00	0.00	26,247.56	C-3056800	No
01/04/2019	Chk# 1617006929 :CHECKscan Payment		0.00	9,020.08	17,227.48	R-1906407	
01/07/2019	Late Charge, 5% of $8151.42		407.57	0.00	17,635.05	C-3099514	No
01/07/2019	Late Charge(2), 1.25% of $16293.16		203.66	0.00	17,838.71	C-3099515	No
01/07/2019	Chk# 1617006943 :CHECKscan Payment		0.00	4,510.04	13,328.67	R-1907173	
01/15/2019	Chk# 1617006968 :CHECKscan Payment		0.00	4,520.04	8,808.63	R-1909788	

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
01/16/2019	Electric 12/11/18-01/11/19		182.50	0.00	8,991.13	C-3099308	No
01/25/2019	Chk# 45706 :CHECKscan Payment		0.00	4,510.04	4,481.09	R-1913327	
02/01/2019	Electric Reimbursement (02/2019)	261	101.12	0.00	4,582.21	C-3102168	No
02/01/2019	Office Rent (02/2019)	261	1,319.67	0.00	5,901.88	C-3102169	No
02/01/2019	Office Rent (02/2019)	200	6,767.75	0.00	12,669.63	C-3102170	No
02/01/2019	Monthly Tax Estimate (02/2019)	200,261	64.00	0.00	12,733.63	C-3102171	No
02/07/2019	Late Charge, 5% of $8151.42		407.57	0.00	13,141.20	C-3147045	No
02/07/2019	Late Charge(2), 1.25% of $11792.80		147.41	0.00	13,288.61	C-3147046	No
02/14/2019	Electric 01/11/19-02/12/19		186.42	0.00	13,475.03	C-3149723	No
03/01/2019	Electric Reimbursement (03/2019)	261	101.12	0.00	13,576.15	C-3151356	No
03/01/2019	Office Rent (03/2019)	261	1,319.67	0.00	14,895.82	C-3151357	No
03/01/2019	Office Rent (03/2019)	200	6,767.75	0.00	21,663.57	C-3151358	No
03/01/2019	Monthly Tax Estimate (03/2019)	200,261	64.00	0.00	21,727.57	C-3151359	No
03/07/2019	Late Charge, 5% of $8151.42		407.57	0.00	22,135.14	C-3192561	No
03/07/2019	Late Charge(2), 1.25% of $19944.22		249.30	0.00	22,384.44	C-3192562	No
03/13/2019	Professional service, email counsel for tenant		1,536.61	0.00	23,921.05	C-3191055	No
03/14/2019	Electric 02/12/19-03/12/19		181.42	0.00	24,102.47	C-3191901	No
03/25/2019	Chk# 003077 :CHECKscan Payment		0.00	8,252.54	15,849.93	R-1970060	
03/28/2019	2018 Y/E Tax Adjustment		(55.54)	0.00	15,794.39	C-3201325	No
04/01/2019	Electric Reimbursement (04/2019)	261	101.12	0.00	15,895.51	C-3195252	No
04/01/2019	Office Rent (04/2019)	261	1,319.67	0.00	17,215.18	C-3195253	No
04/01/2019	Office Rent (04/2019)	200	6,767.75	0.00	23,982.93	C-3195254	No
04/01/2019	Monthly Tax Estimate (04/2019)	200,261	64.00	0.00	24,046.93	C-3195255	No
04/07/2019	Late Charge, 5% of $8151.42		407.57	0.00	24,454.50	C-3240051	No
04/07/2019	Late Charge(2), 1.25% of $19944.22		249.30	0.00	24,703.80	C-3240052	No
04/11/2019	Chk# 003434 :CHECKscan Payment		0.00	8,252.54	16,451.26	R-1994880	
04/12/2019	Electric 03/12/19-04/11/19 :Reversed by Charge Ctrl# 3246425		68.47	0.00	16,519.73	C-3237129	No
04/12/2019	:Reverse Charge Ctrl#3237129 Reverse - posted wrong		(68.47)	0.00	16,451.26	C-3246425	Yes
04/12/2019	Electric 03/12/19-04/11/19		205.86	0.00	16,657.12	C-3246430	No
05/01/2019	Electric Reimbursement (05/2019)	261	101.12	0.00	16,758.24	C-3241049	No
05/01/2019	Office Rent (05/2019)	261	1,319.67	0.00	18,077.91	C-3241050	No
05/01/2019	Office Rent (05/2019)	200	6,767.75	0.00	24,845.66	C-3241051	No
05/01/2019	Monthly Tax Estimate (05/2019)	200,261	64.00	0.00	24,909.66	C-3241052	No
05/03/2019	February Legal Fees		1,555.00	0.00	26,464.66	C-3280239	No

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Lease Ledger

Date: 06/28/2019
Property: arb1
Tenant: t0027051 Body Contour Ventures, LLC & Full Circle Financial, Inc.
From Date: 06/08/2015 To Date: 06/30/2021
Move In Date: 06/08/2017
Unit(S): 200, 261

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
05/03/2019	March Legal Fees		1,480.01	0.00	27,944.67	C-3280240	No
05/03/2019	April Legal Fees		1,150.00	0.00	29,094.67	C-3280530	No
05/03/2019	Empty Waste Container		350.00	0.00	29,444.67	C-3280712	No
05/03/2019	Chk# 003817 :CHECKscan Payment		0.00	8,321.01	21,123.66	R-2015834	
05/07/2019	Late Charge(2), 1.25% of $11792.80		147.41	0.00	21,271.07	C-3290390	No
05/15/2019	Electric 04/11/19-05/13/19		191.22	0.00	21,462.29	C-3287362	No
06/01/2019	Electric Reimbursement (06/2019)	261	101.12	0.00	21,563.41	C-3291313	No
06/01/2019	Office Rent (06/2019)	261	1,319.67	0.00	22,883.08	C-3291314	No
06/01/2019	Office Rent (06/2019)	200	6,767.75	0.00	29,650.83	C-3291315	No
06/01/2019	Monthly Tax Estimate (06/2019)	200,261	64.00	0.00	29,714.83	C-3291316	No
06/03/2019	Chk# 001026 :CHECKscan Payment		0.00	8,649.62	21,065.21	R-2041788	
06/07/2019	Late Charge(2), 1.25% of $11792.80		147.41	0.00	21,212.62	C-3333651	No
06/17/2019	Electric 05/13/19-06/12/19		172.42	0.00	21,385.04	C-3334274	No
06/28/2019	May Legal Fees		1,100.00	0.00	22,485.04	C-3355211	No
06/28/2019	June Legal Fees		1,550.00	0.00	24,035.04	C-3355212	No
07/01/2019	Electric Reimbursement (07/2019)	261	106.17	0.00	24,141.21	C-3331804	No
07/01/2019	Office Rent (07/2019)	261	1,355.33	0.00	25,496.54	C-3331805	No
07/01/2019	Office Rent (07/2019)	200	6,972.83	0.00	32,469.37	C-3331806	No
07/01/2019	Monthly Tax Estimate (07/2019)	200,261	64.00	0.00	32,533.37	C-3331807	No

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Body Contour Ventures, LLC

Date	Description	Charge	Payment	Balance
06/01/19-06/30/19	Monthly Tax Estimate (06/19-05/20 @ $64.00/month))	768.00	-	768.00
06/01/19-06/30/19	Monthly Electric Reimbursement (06/19 @ $101.12/month)	101.12	-	869.12
06/01/19-06/30/19	Office Rent (06/19 @ $8,087.42/month)	8,087.42	-	8,956.54
07/01/19-05/31/20	Monthly Electric Reimbursement (07/19-05/20 @ $106.17/month	1,167.87	-	10,124.41
07/01/19-05/31/20	Office Rent (07/19-05/30 @ $8,328.16/month)	91,609.76	-	101,734.17
		-	-	101,734.17
		-	-	101,734.17
		-	-	101,734.17
		-	-	101,734.17
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		-	-	101,734.17
		-	-	101,734.17
		-	-	101,734.17

Balance as of 05/31/20: **101,734.17**

STATE OF MICHIGAN 47th JUDICIAL DISTRICT	JUDGMENT LANDLORD – TENANT	CASE NO. LT 18N1482

Court address
31605 W 11 Mile Rd, Farmington Hills, MI 48336

Court telephone no.
248-871-2900

Plaintiff:
ARBORETUM I LLC

v

Defendant:
BODY CONTOUR VENTURES, LLC & FULL CIRCLE FINANCIAL, INC.

Cheryl Luckoff (P45149)
The Law Office of Cheryl Luckoff
30400 Telegraph Road, Suite 373
Bingham Farms, MI 48025
248-258-5959

Plaintiff/Attorney ☐ Personal Service

Scott D. MacDonald (P45789)
Dixon & MacDonald, P.C.
24901 Northwestern Hwy., Ste. 200
Southfield, MI 48075
(248) 865-8866

Defendant/Attorney ☐ Personal Service

THE COURT FINDS:

by ☐ hearing ☐ default* ☒ consent**

*For a defendant on active military duty default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

POSSESSION JUDGMENT

☒1. The plaintiff has a right to recover possession of the property.

☒2. There is now due to the plaintiff for nonpayment of rent:

a. Rent to retain possession: $34,080.33
b. Other money due:
c. Costs: $1356.60
d. Total: $36,080.33

☐3. The defendant has a right to retain possession.

☒4. ☒ a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2d above or does not move out on or before 1/2/19 * see further orders
Date

☐ b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before _____

☐c. An immediate order of eviction shall be entered pursuant to MCL 600.5744(2)

☒5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.

☒6. Acceptance of partial payment of the total amount due in item 2d. above ☐ will ☒ will not prevent the court from issuing an order evicting the defendant.

☐7. No money judgment is entered at this time.

MONEY JUDGMENT

☐8. A possession judgment was previously entered.

☒9. A money judgment, which will earn interest at statutory rates, is entered as follows:

a. Damages: $25,000
b. Costs: $1356.60
c. Total: $ 26,356.60

10. THE COURT FURTHER ORDERS: Defendants shall pay Plaintiff $4510.04 in certified funds each week for eight consecutive weeks commencing December 21, 2018 followed by payments on or before December 28, 2018, January 4, 2019, January 11, 2019, January 18, 2019. January 25, 2019, February 1, 2019 and February 8, 2019. Failure to make any of above payments shall result in the entry of an order of eviction. Upon satisfaction of the terms of this consent judgment, plaintiff shall stipulate to set-aside the judgment.

12/19/2018
Date

Judge

Bar No

YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond which must comply with all court rules and must be filed in court by 1/2/2019 You may want legal help.

☐MCR 4.201(1) was explained to the parties.

☐ **CERTIFICATE OF MAILING:** I certify that on this date I served a copy of this judgment on the parties or their attorneys by first class mail addressed to their last-known address as defined in MCR 2.107(C)(3)

Date Deputy Clerk

** Approved:

Date Cheryl Luckoff(P45149)
Plaintiff/Attorney

12/19/2018
Date Scott MacDonald (P45789)
Defendant/Attorney

ARBORETUM OFFICE PARK

OFFICE LEASE

BY AND BETWEEN:

TENANT

BODY CONTOUR VENTURES, LLC,
a Michigan limited liability company,
jointly and severally

Federal Tax ID#_____

and

FULL CIRCLE FINANCIAL, INC.,
a Michigan corporation,
jointly and severally

Federal Tax ID#_____

and

LANDLORD

ARBORETUM I LLC,
a Michigan limited liability company

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OFFICE LEASE

THIS OFFICE LEASE ("**Lease**") is entered into by Landlord and Tenant as described in the following basic lease information on the date that is set forth for reference only in the following basic lease information. Landlord and Tenant agree:

ARTICLE 1 BASIC LEASE INFORMATION

1.1 **Basic Lease Information.** In addition to the terms that are defined elsewhere in this Lease, these terms are used in this Lease:

(a) **LEASE DATE:** 3/19, 2015

(b) **LANDLORD:** **ARBORETUM I LLC,**
a Michigan limited liability company

(c) **LANDLORD'S ADDRESS:** For Notices and for Payment of Rent:
ARBORETUM OFFICE PARK
c/o Friedman Management Company
34975 W. 12 Mile Road
Farmington Hills, MI 48331

(d) **TENANT:** **BODY CONTOUR VENTURES, LLC,**
a Michigan limited liability company,
jointly and severally; and

FULL CIRCLE FINANCIAL, INC.,
a Michigan Corporation,
jointly and severally

(e) **TENANT'S ADDRESS:** Before Commencement:
34405 W. 12 Mile Road, Ste. 123
Farmington Hills, MI 48331

After Commencement:
34405 W. 12 Mile Road, Ste. 200
Farmington Hills, MI 48331

(f) **BUILDING ADDRESS:** 34405 W. Twelve Mile Road
Farmington Hills, MI 48331

(g) **PREMISES**: The Premises shown on Exhibit A to this Lease, known as Suites 200.

(h) **USABLE AREA OF THE PREMISES**: Suite 200 consists of 4,395 usable square feet. Tenant hereby acknowledges and agrees that the references in this Lease to "usable" and square footage are based on definitions established by the Building Owners and Managers Association International (BOMA) 2010 standard.

(i) **RENTABLE AREA OF THE PREMISES**: Suite 200 consists of 4,922 rentable square feet, which is defined as the usable square footage in 1.1 (h) plus 12%.

(j) **RENTABLE AREA OF THE BUILDING**: 118,252 rentable square feet. Landlord may adjust the Rentable Area of the Building in the event of a change in the rentable square footage of the Building.

(k) **TERM**: Seventy-two (72) complete calendar months, beginning on the Commencement Date and expiring on the Expiration Date.

(l) **COMMENCEMENT DATE**: Upon Substantial Completion of the Work, defined in Exhibit C, attached hereto.

(m) **EXPIRATION DATE**: Seventy-two (72) complete calendar months following the Commencement Date.

(n) **SECURITY DEPOSIT**: Intentionally Omitted.

(o) **BASE RENT SCHEDULE**: Tenant shall pay Base Rent pursuant to the following schedule (plus separately metered electricity):

Based on 4,922 RSF

Period	$/RSF/YR	Monthly
Months 1-12	$ 7.00	$ 2,871.17
Months 13-24	$ 15.50	$ 6,357.58
Months 25-36	$ 16.00	$ 6,562.67
Months 37-48	$ 16.50	$ 6,767.75
Months 49-60	$ 17.00	$ 6,972.83
Months 61-72	$ 17.50	$ 7,177.92

*Four (4) months of Base Rent based on the amount due in Month 1 (in the amount of $11,484.68) is due and payable upon Lease execution.

**Base Rent shall be conditionally half abated during the first twelve (12) months of the Term as provided in the schedule above. Commencing at the beginning of Month 13, Tenant shall make Base Rent payments as otherwise provided in this Lease. Notwithstanding such abatement of Base Rent (a) all other sums due under this Lease, including Additional Rent, shall be payable as provided in this Lease, and (b) any increases in Base Rent set forth in this Lease shall occur on the dates scheduled therefor. The abatement of Base Rent provided for in this paragraph is conditioned upon Tenant's full and timely performance of all of its obligations under this Lease. If at any time during the Term an Event of Default by Tenant occurs, then the abatement of Base Rent provided for in this paragraph shall immediately become void, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under this Lease, the full amount of all Base Rent herein abated.

(p) **OPERATING EXPENSE BASE**: shall mean Operating Expenses (as defined in Article 5.1) for calendar year **2014.**

(q) **REAL ESTATE TAXES BASE**: shall mean Real Estate Taxes (as defined in Article 5.1(f)) for calendar year **2014.**

(r) **TENANT'S SHARE**: shall be defined by a fraction, the numerator of which shall be the rentable square footage of the premises, and the denominator of which shall be the total rentable square footage of the building. The total rentable square footage of the building may change from time to time. The pro-rata share shall equal the result of the fraction as set forth above, then multiplied by 100, then rounded to the second decimal place.

(s) **PARKING SPACES**: Tenant shall have the right to use Tenant's Share of unreserved, general, surface parking spaces in the lot(s) adjacent to the Building during the Term of this Lease.

(t) **PARKING CHARGE**: N/A

(u) **TENANT'S BROKER**: Friedman Management Company

(v) **LANDLORD'S BROKER**: Friedman Management Company

(w) **BUILDING HOURS OF ACCESS**: The Building is open from 7:00 AM to 7:00 PM Monday through Friday and from 7:00 AM to 2:00 PM on Saturday. Tenant will have access to the Building 24 hours each day, 7 days each week, subject to reasonable security restricted entry requirements to be

implemented by Landlord from time to time.

1.2 **Definitions.**

(a) **ADDITIONAL RENT**: Any amounts that this Lease requires Tenant to pay in addition to Base Rent.

(b) **BUILDING**: The building located on the Land located on a commercial condominium project known as the Arboretum Office Park Condominium, of which the Premises are a part.

(c) **LAND**: The land on which the Project is located and which is described in Exhibit B.

(d) **PRIME RATE**: The rate of interest from time to time announced by The Wall Street Journal as the "prime rate." If The Wall Street Journal or any reasonable successor to it ceases to announce the prime rate, the Prime Rate will be a comparable interest rate designated by Landlord to replace the Prime Rate.

(e) **PROJECT**: The "**Arboretum Office Park Condominium**" development consisting of the Land and all improvements built on the Land, including without limitation the Building, parking lot, parking structure, if any, walkways, driveways, fences, and landscaping.

(f) **RENT**: The Base Rent and Additional Rent.

(g) **LAWS**: means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Project, and "**Law**" shall mean any of the foregoing.

(h) **CONDOMINIUM ASSOCIATION**. The term "**Association**" shall hereafter mean Arboretum Office Park Condominium Association. The Association, a Michigan non-profit corporation, has been organized under the applicable laws of the State of Michigan and is the "association of co-owners" for the Project. Tenant acknowledges that the Lease and Tenant's use of the Premises are subject to the terms and conditions set forth in the Master Deed, as amended, and the rules and regulations which may be established from time to time by the Association to the extent consistently applied to all tenants and/or co-owners of the Project. Tenant acknowledges that Tenant has read the Master Deed and all Exhibits attached thereto (the "**Condominium Documents**").

If any other provision of this Lease contradicts any definition of this Article 1, the other provision will prevail.

1.3 **Exhibits.** The following exhibits and addenda are attached to this Lease and are made part of this Lease:

EXHIBIT A	--The Premises
EXHIBIT B	--Legal Description of the Land
EXHIBIT C	--Workletter
EXHIBIT C-1	--Working Drawings
EXHIBIT C-2	--Scope of Work
EXHIBIT D	--Rules and Regulations
EXHIBIT E	--Additional Provisions

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ARTICLE 2 AGREEMENT

In consideration for the Rent and other covenants and agreements made by Tenant, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease. The duration of this Lease will be the Term. The Term will commence on the Commencement Date and will expire on the Expiration Date unless terminated earlier pursuant to the terms of this Lease.

ARTICLE 3 TERM, DELIVERY, AND ACCEPTANCE OF PREMISES

Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date, as it may be adjusted pursuant to this Article 3. Tenant hereby accepts the Premises in its "AS-IS" condition. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Work to the Premises except as expressly provided in this Lease. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage. The Commencement Date will be the date that Tenant takes possession of the Premises (as evidenced by Tenant's execution of Landlord's standard move-in acceptance forms) and the Expiration Date will be correspondingly extended. Tenant will execute and deliver to Landlord a Ratification Letter within ten (10) days of receipt of same from Landlord, which letter shall ratify and confirm the actual Commencement Date and Expiration Date of this Lease.

ARTICLE 4 BASE RENT

4.1 **Base Rent.** Throughout the Term of this Lease, Tenant will pay Base Rent to Landlord as rent for the Premises. The Base Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Base Rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated Base Rent for such month will be paid on or before the first day of the Term. Base Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's Address, or to such other address as Landlord may from time to time designate in writing.

4.2 **Late Fees and Charges**. Tenant's failure to pay Rent within five (5) days of the date when due will cause Landlord to incur unanticipated costs and expenses, the exact amount of which are impractical or extremely difficult to ascertain, including, but not limited to, processing and accounting charges or late charges imposed on Landlord. Therefore, any Rent or other sums, if any, payable by Tenant to Landlord under this Lease, which are not received within five (5) days of the date when due, will be subject to a late charge of five percent (5%) of the amount due. Such late charges will be due and payable as Additional Rent on or before the next rental due date. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. For purposes of this paragraph, the term "received" shall mean actual receipt by Landlord, not the mailing of any payment by Tenant to Landlord.

(a) Any Rent, late charges or other sums payable by Tenant to Landlord under this Lease not paid as set forth herein will bear interest at a per annum rate equal to the greater of fifteen percent (15%) or three (3) percentage points above the Prime Rate of interest (as determined by Landlord's primary depository bank) as of the date when such Rent, late charges or other sums became due, but not in excess of the maximum interest rate permitted by law. Such interest will be due and payable as Additional Rent on or before the next day on which Rent is due, and will accrue from the date that such Rent, late charges or other sums are payable under the provision of this Lease until actually paid by Tenant.

(b) Any default in the payment of Rent, late charges, or other sums will not be considered cured unless and until the late charges and interest due hereunder are paid by Tenant to Landlord. If Tenant defaults in paying such late charges and/or interest, Landlord will have the same remedies as on

default in the payment of Rent. The obligation hereunder to pay late charges and interest will exist in addition to, and not in the place of; the other default provisions of this Lease.

4.3 **No Accord or Satisfaction.** No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the correct Base Rent and/or Additional Rent shall be deemed to be anything other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Landlord may accept such payment without prejudice to its right to recover the balance due or pursue any other remedy in this Lease or at law.

ARTICLE 5 OPERATING EXPENSES

5.1 **General**

(a) In addition to Base Rent, beginning on the Commencement Date Tenant will pay Tenant's Share of the sum of (i) the amount by which the Operating Expenses paid, payable, or incurred by Landlord in each calendar year or partial calendar year during the Term exceeds the Operating Expenses Base, plus (ii) the amount by which the Real Estate Taxes paid, payable, or incurred by Landlord in each calendar year or partial calendar year during the Term exceeds the Real Estate Taxes Base. If Operating Expenses and Real Estate Taxes are calculated for a partial calendar year, the Operating Expense Base and Real Estate Taxes Base will be prorated by Landlord in good faith using reasonable business judgment. Without limiting the generality of the foregoing, Landlord may at its election prorate Real Estate Taxes applicable to the first and last partial years of this Lease according to the so-called "due date" method. The Building is part of a multi-building office complex and as such, Additional Rent for the Building may be prorated among the Project and the other buildings of the Project or aggregated with other buildings of the Project, as reasonably determined by Landlord. In the event Landlord chooses to aggregate all of the buildings of the Project, Tenants' Share shall be adjusted accordingly.

(b) As used in this Lease, the term "Operating Expenses" means:

(1) all costs of ownership, management, operation, repair, and maintenance of the Project, including, without limitation personal property taxes, wages, salaries, compensation and benefits of employees, consulting, accounting, legal, janitorial, maintenance, guard (if applicable), and other services; condominium association assessments and similar charges levied against the Project by the Association to the extent not duplicative of other Operating Expenses and to the extent not otherwise excluded under subparagraph (iii) below; management fees and costs (charged by Landlord, any affiliate of Landlord, or any other entity managing the Project and determined at a rate consistent with prevailing market rates for comparable services and projects); reasonable reserves for operating expenses; the part of office rent or rental value of space in the project used or furnished by Landlord to enhance, manage, operate, or maintain the Project; power, water, waste removal and disposal, and other utilities; materials and supplies; maintenance and repairs; insurance obtained with respect to the Project; depreciation on personal property and equipment, except as set forth in (c) below or which is or should be capitalized on the books of Landlord; and any other costs, charges, and expenses that under generally accepted accounting principles would be regarded as management, maintenance, and operating expenses; and

(2) the cost of (amortized over such period as Landlord will reasonably determine) capital improvements together with interest at the greater of the Prime Rate prevailing plus two percent (2%) or Landlord's borrowing rate for such capital improvements plus two percent (2%) on the unamortized balance of any capital improvements that are made to the project by Landlord (i) for the purpose of safety, saving energy or reducing operating expenses, or (ii) by requirement of any governmental law or regulation that was not applicable to the project at the time it was constructed and not as a result of special requirements for any tenant's use of the Building.

(c) Operating Expenses will not include:

(1) depreciation on the Project (other than depreciation on the personal property, equipment, window coverings on exterior windows provided by Landlord and carpeting in public corridors and Common Areas);

(2) costs of alterations of space or other improvements made for tenants of the Project;

(3) finder's fees and real estate brokers' commissions;

(4) ground lease payments, mortgage principal, or interest;

(5) capital items other than those referred to in sub-paragraph (b(2)) above;

(6) costs of replacements to personal property and equipment for which depreciation costs are included as an Operating Expense;

(7) costs of excess or additional services provided to any tenant in the Building that are directly billed to such tenants;

(8) the cost of repairs due to casualty or condemnation that are reimbursed by third parties;

(9) any cost due to Landlord's breach of this lease

(10) any income, estate, inheritance, or other transfer tax and any excess profit, franchise, or similar taxes on Landlord's business;

(11) all costs, including legal fees, relating to activities for the solicitation and execution of leases of space in the Building;

(12) any legal fees incurred by Landlord in enforcing its rights under other leases for premises in the Building.

(d) The Operating Expenses that vary with occupancy and that are attributable to any part of the Term, in which less than ninety-five (95%) of the rentable square foot area of the Building is occupied by tenants will be adjusted by Landlord to the amount that Landlord in good faith believes they would have been if ninety-five (95%) of the rentable area of the Building had been so occupied.

(e) Tenant acknowledges that Landlord has not made any representation or given Tenant any assurances that the Operating Expense Base or Real Estate Taxes Base will equal or approximate the actual operating expenses or Real Estate Taxes per square foot of rentable area of the Premises for any calendar year during the Term.

(f) "Real Estate Taxes" shall mean: (1) all ad valorum and other form of real property taxes and other assessments on the Building and/or Project, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Project's share of any real estate taxes and assessments under any reciprocal easement agreement, Common Area agreement or similar agreement as to the Project; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Project; and (3) all reasonable costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Real Estate Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Real Estate Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Real Estate Taxes for that year shall, at Landlords election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Real Estate Taxes is obtained for any

year of the Term, then Real Estate Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment.

5.2 **Estimated Payments.** At Landlord's request, during each calendar year or partial calendar year of the Term, in addition to Base Rent, Tenant will pay to Landlord on the first day of each month an amount equal to 1/12 of the product of Tenant's Share multiplied by the "Estimated Operating Expenses" and "Estimated Real Estate Taxes" (both as defined below) for such calendar year. "Estimated Operating Expenses" for any calendar year means Landlord's reasonable estimate of Operating Expenses for such calendar year, less the Operating Expense Base, and will be subject to revision according to the further provisions of this Article 5.2 and Article 5.3. "Estimated Real Estate Taxes" for any calendar year means Landlord's reasonable estimate of Real Estate Taxes for such calendar year, less the Real Estate Taxes Base, and will be subject to revision according to the further provisions of this Article 5.2 and Article 5.3. During any partial calendar year during the Term, Estimated Operating Expenses and Estimated Real Estate Taxes will be estimated on a full-year basis. During each December during the Term, or as soon as practicable after each December, Landlord will give Tenant written notice of Estimated Operating Expenses and Estimated Real Estate Taxes for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year (or each month of the Term, if a partial calendar year), Tenant will pay to Landlord 1/12 of the product of Tenant's Share multiplied by the Estimated Operating Expenses and Estimated Real Estate Taxes for such calendar year; however, if such written notice is not given in December, Tenant will continue to make monthly payments on the basis of the prior year's Estimated Operating Expenses and Estimated Real Estate Taxes until the month after such written notice is given, at which time Tenant will commence making monthly payments based upon the revised Estimated Operating Expenses and revised Estimated Real Estate Taxes. In the month Tenant first makes a payment based upon the revised Estimated Operating Expenses and revised Estimated Real Estate Taxes, Tenant will pay to Landlord for each month that has elapsed since December the difference between the amount payable based upon the revised Estimated Operating Expenses and revised Estimated Real Estate Taxes and the amount payable based upon the prior year's Estimated Operating Expenses and the prior year's Estimated Real Estate Taxes. If at any time or times it reasonably appears to Landlord that the actual operating expenses or actual Real Estate Taxes for any calendar year will vary from the Estimated Operating Expenses or Estimated Real Estate Taxes for such calendar year, Landlord may, by written notice to Tenant, revise the Estimated Operating Expenses and/or Estimated Real Estate Taxes for such calendar year, and subsequent payments by Tenant in such calendar year will be based upon such revised estimates.

5.3 **Annual Settlement.** Within one hundred twenty (120) days after the end of each calendar year or as soon as practicable after such one hundred twenty (120) day period, Landlord will deliver to Tenant a statement of amounts payable under Article 5.1 for such calendar year prepared by Landlord. Such statement will be final and binding upon Landlord and Tenant unless Tenant objects to it in writing to Landlord within thirty (30) days after it is given to Tenant. If such statement shows an amount owing by Tenant that is less than the estimated payments, if any, previously made by Tenant for such calendar year, the excess will be held by Landlord and credited against the next payment of Rent; however, if the Term has ended and Tenant was not in default at its end, Landlord will refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments, if any, previously made by Tenant for such calendar year, Tenant will pay the deficiency without deduction or setoff to Landlord within thirty (30) days after the delivery of such statement.

5.4 **Final Proration.** If this Lease ends on a day other than the last day of a calendar year, the amount of increase (if any) in the operating expenses payable by Tenant applicable to the calendar year in which this Lease ends will be calculated on the basis of the number of days of the Term falling within such calendar year, and Tenant's obligation to pay any increase or Landlord's obligation to refund any overage will survive the expiration or other termination of this Lease.

5.5 **Other Taxes.**

(a) Tenant will reimburse Landlord upon demand for any and all taxes payable by Landlord (other than as set forth in sub-paragraph (b) below), whether or not now customary or within the contemplation of Landlord and Tenant:

(1) upon or measured by Rent, including without limitation, any gross revenue tax, sales tax, use tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and

(2) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

(b) Tenant will not be obligated to pay any inheritance tax, gift tax, transfer tax, franchise tax, income tax (based on net income), profit tax, or capital levy imposed upon Landlord.

(c) Tenant will pay promptly when due all personal property taxes on Tenant's personal property in the Premises and any other taxes payable by Tenant that if not paid might give rise to a lien on the Premises or Tenant's interest in the Premises.

5.6 **Additional Rent.** In addition to other amounts payable as Additional Rent, amounts payable by Tenant according to this Article 5 will be payable as Rent, without deduction or offset. If Tenant fails to pay any amounts due according to this Article 5, Landlord will have all the rights and remedies available to it on account of Tenant's failure to pay Rent.

5.7 **Audit Rights.** Subject to the limitation provided in the last sentence of this Article 5.7, Tenant may, within thirty (30) days after receiving Landlord's statement of Operating Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Operating Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must have expertise in and familiarity with general industry practice with respect to the operation of and accounting for a first class office building. Tenant shall be solely responsible for all costs, Operating Expenses and fees incurred for the audit. Within thirty (30) days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Operating Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the thirty (30) day period or fails to provide Landlord with a Review Notice within the thirty (30) day period described above, Tenant shall be deemed to have approved Landlord's statement of Operating Expenses and shall be barred from raising any claims regarding the Operating Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Operating Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Operating Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within thirty (30) days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Operating Expenses unless Tenant has paid and continues to pay all Rent when due. The following procedures/conditions shall apply to Tenant's right to audit as provided herein: (i) the audit shall not be conducted by any person/firm being compensated on a contingency fee basis; (ii) the audit shall be limited to those items covered in the statements delivered to Tenant by Landlord as provided herein and reasonably related supporting materials, such as, without limitation, invoices and the like; (iii) Tenant shall not be entitled to inspect any of Landlord's books and records that apply to any statements relating to a different Lease Year than the one being audited; (iv) Tenant shall be entitled to not more than one (1) audit during the Lease Term.

ARTICLE 6 INSURANCE

6.1 **Landlord's Insurance.** At all times during the Term, Landlord will carry and maintain:

(a) Fire and extended coverage insurance covering the Project, its equipment, common area furnishings,

and leasehold improvements in the Premises to the extent of the Tenant Finish Allowance (as that term is defined in the Workletter);

(b) Bodily injury and property damage liability insurance; and

(c) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Article 6.1 will be reasonably determined by Landlord, and billed to Tenant as Operating Expenses as provided in Article 5.

6.2 **Tenant's Insurance.** At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(a) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than two million and xx/100 dollars ($2,000,000) per occurrence. All such insurance will be equivalent to coverage offered by a commercial comprehensive general liability form, including without limitation personal injury, products and completed operations, broad form property damage, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article 21 of this Lease;

(b) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Project, and any leasehold improvements to the Premises in excess of the Tenant Finish Allowance, if any, provided pursuant to the Workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Article 18, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limits required by the laws of the state in which the Project is located;

(d) Business interruption insurance for a period of not less than twelve (12) months from the date of fire or casualty;

(e) Loss of rents insurance to cover rental loss of Landlord for a period of not less than twelve (12) months from the date of fire or casualty; and

(f) Such other insurance and in such amounts as may be required by Landlord against other insurable hazards as at the time are commonly required by prudent owners of comparable office projects in the area in which the Project is located.

If Tenant fails to obtain or maintain any insurance required herein, Landlord shall have the option, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant and all outlays by Landlord shall be reimbursed by Tenant to Landlord as Additional Rent.

6.3 **Forms of Policies.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord, Landlords managing agent (currently Friedman Management Company), and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least ten (10) days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees, including those losses sustained as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior

written notice to Landlord. All commercial general liability, automobile, and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

6.4 **Waiver of Subrogation.** Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article 6 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

6.5 **Adequacy of Coverage.** Landlord, its agents and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 6 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant shall obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

ARTICLE 7 USE

Tenant covenants that the Premises will be used only for general business office purposes and lawful purposes incidental to that use, and for no other purpose. Tenant will use the Premises in a lawful, careful, safe, and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Tenant or occupant of the Project or Landlord in its operation of the Project. Tenant agrees to take possession of and occupy the entire Premises no later than sixty (60) days after the Commencement Date, and Tenant further agrees to continue to occupy the Premises throughout the remainder of the Term of this Lease until ninety (90) days prior to the Expiration Date.

ARTICLE 8 REQUIREMENTS OF LAW; FIRE INSURANCE

8.1 **General.** At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, codes, and governmental rules, regulations, or requirements of federal, state, county, and local governmental authorities now in force or in force at any given time after the Lease Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the Lease Date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural material changes to the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

8.2 **Hazardous Materials.**

(a) For purposes of this Lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation asbestos containing materials, PCB's, CFC's, or substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(b) Tenant will not cause or permit the storage, use, generation, release, or disposition of any Hazardous

Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, the Premises or the Project relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, expenses, damages, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Article 8. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this Article 8 will survive the expiration or other termination of this Lease.

8.3 **Certain Insurance Risks.** Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises. If the conduct of the Tenant, or any acts or omissions of the Tenant shall cause or result in any increase in premiums for insurance carried by the Landlord, whether or not Landlord allows such act or omission to continue, Tenant shall pay any increase in premium as Additional Rent.

ARTICLE 9 ASSIGNMENT AND SUBLETTING

9.1 **General.** Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants and agrees that it will not assign, mortgage, or encumber this Lease, or sublease, nor or otherwise permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld. Landlord may condition its consent upon execution by the subtenant or assignee, as the case may be, of an instrument confirming the restrictions on further subleasing or assignment contained herein and joining in the waivers and indemnities made by Tenant hereunder. Any sublease or assignment shall be at a rental rate not less than the greater of the (a) prevailing market rate for such Premises or (b) Tenant's Base Rent in place at the time of the sublease or assignment. Tenant shall not assign, mortgage, sublease or otherwise encumber this Lease to any other tenant within the Building. Any assignment or sublease in violation of this Article 9 will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after any default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to Rent. No assignment, sublease, occupancy, or collection will be deemed (a) a waiver of the provisions of this Article 9.1; (b) the acceptance of the assignee, subtenant, or occupant as Tenant; or (c) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance. Any assignee approved by Landlord must assume all of the obligations and duties of Tenant under this Lease pursuant to an assumption agreement satisfactory to Landlord of which Landlord

is the beneficiary. Concurrently with Tenant's notice of any request for consent to an assignment or sublet, Tenant shall pay to Landlord a fee of one thousand and xx/100 dollars ($1,000.00) to defray Landlord's expenses in reviewing such request, and Tenant shall also reimburse Landlord immediately upon request for its reasonable attorneys' fees incurred in connection with considering any request for consent to an assignment or sublet.

9.2 **Submission of Information.** If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (e) the proposed form of assignment (including lease assumption provisions) or sublease for Landlord's reasonable approval; and (f) any other information reasonably required by Landlord.

9.3 **Payments to Landlord.** If Landlord consents to a proposed assignment or sublease, then Landlord will have the right to require Tenant to pay to Landlord a sum equal to (a) any rent or other consideration paid to Tenant by any proposed transferee that (after deducting the costs of Tenant, if any, in effecting the assignment or sublease, including reasonable alterations costs, commissions and legal fees) is in excess of the Rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to this Lease; (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from any such sublease or assignment; and (c) Landlord's reasonable attorneys' fees and costs incurred in connection with negotiation, review, and processing of the transfer. All such sums owed to Landlord under this Article 9, will be payable to Landlord at the time the next payment of Base Rent is due.

9.4 **Other Transfers.** Except for a permitted transfer pursuant to Article 9.6 below, the transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or subtenant of this Lease, or a majority of the total interest in any partnership Tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlord's consent in each instance. For purposes of this Article 9, the transfer of outstanding capital stock of any corporate Tenant will not include any sale of such stock by persons other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, effected through the "over-the-counter market" or through any recognized stock exchange.

9.5 **Landlord's Options.** In the event of a transfer of this Lease or of all or any part of the Premises by Tenant, Landlord in addition to any rights contained herein, shall have the following options at its discretion:

(a) to give Tenant written notice of Landlord's intention to terminate this Lease as to all or any portion of the Premises on the date such notice is given or on any later date specified therein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises or such portion of the Premises shall cease and this Lease shall thereupon be terminated, except as to any uncompleted obligations of Tenant; or

(b) to re-enter and take possession of the Premises or the part thereof subject to such transfer, and to enforce all rights of Tenant, in accordance with such sublet or assignment of the Premises, or any part thereof, as if Landlord was the sublessor or assignor, and to do whatever Tenant is permitted to do pursuant to the terms of such sublease or assignment.

9.6 **Permitted Transfer.** Landlord consents to an assignment of this Lease or sublease of all or part of the Premises to a wholly-owned subsidiary of Tenant or the parent of Tenant or to any corporation into or with which Tenant may be merged or consolidated; provided that (a) Tenant promptly provides Landlord with a fully executed copy of such assignment or sublease; (b) Tenant is not released from liability under this Lease; (c) the assignee assumes in writing all of the obligations of Tenant under this Lease; and (d) the Tangible Net Worth of the assignee is not less than the Tangible Net Worth of Tenant as of the date hereof. "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP") or International Finance Reporting Standards ("IFRS"), excluding, however, from the determination of total assets all

assets which would be classified as intangible assets under GAAP or IFRS including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.

ARTICLE 10 RULES AND REGULATIONS

Tenant and its employees, agents, licensees, and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth in Exhibit C. Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness, and care of the Premises, the Building, and the Project, and the comfort, quiet, and convenience of occupants of the Project. Modifications or additions to the rules and regulations will be effective upon thirty (30) days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies that this Lease provides for default by Tenant, and will in addition have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern. Landlord will uniformly enforce the rules and regulations.

ARTICLE 11 COMMON AREAS

As used in this Lease, the term "Common Areas" means, without limitation, the hallways, entryways, stairs, elevators, driveways, roadways, parking areas, walkways, terraces, docks, loading areas, restrooms, trash facilities, and all other areas and facilities in the Project that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Project and their respective employees, invitees, licensees, or other visitors. Landlord grants Tenant, its employees, invitees, licensees, and other visitors a nonexclusive license for the Term to use the Common Areas in common with others entitled to use the Common Areas, subject to the terms and conditions of this Lease. Without advance written notice to Tenant, except with respect to matters covered by sub-article (a) below, and without any liability to Tenant in any respect, Landlord will have the right to:

(a) Close off any of the Common Areas to whatever extent required in the opinion of Landlord and its counsel to prevent a dedication of any of the Common Areas or the accrual of any rights by any person or the public to the Common Areas;

(b) Temporarily close any of the Common Areas for maintenance, alteration, or improvement purposes, as long as same does not unreasonably and materially restrict tenant's ability to conduct business; and

(c) Change the size, use, shape, or nature of any such Common Areas, including erecting additional buildings on the Common Areas, expanding the existing Building or other buildings to cover a portion of the Common Areas, converting Common Areas to a portion of the Building or other buildings, or converting any portion of the Building (excluding the Premises) or other buildings to Common Areas. Upon erection of any additional buildings or change in Common Areas, the portion of the Project upon which buildings or structures have been erected will no longer be deemed to be a part of the Common Areas. In the event of any such changes in the size or use of the Building or Common Areas of the Building or Project, Landlord will make an appropriate adjustment in the Rentable Area of the Building or the Building's pro rata share of exterior Common Areas of the Project, as appropriate, and a corresponding adjustment to Tenant's Share of the Operating Expenses payable pursuant to Article 5 of this Lease.

ARTICLE 12 LANDLORD'S SERVICES

12.1 **Landlord's Repair and Maintenance.** Subject to the condemnation and casualty provisions contained in this Lease and except as otherwise expressly provided herein, Landlord will maintain and repair the Common Areas of the Project, including lobbies, stairs, elevators, corridors, and restrooms, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the structure of the Building in reasonably good order and condition. All costs incurred by Landlord to repair and maintain the Project shall be included in Operating Expenses and charged to Tenant as provided herein.

12.2 **Landlord's Other Services.**

(a) Landlord shall furnish to the Premises: (1) janitor service daily except on Saturday, Sundays and holidays at times determined by Landlord; (2) hot and cold water for ordinary office purposes in public toilet rooms if not within the Premises; (3) heat and air conditioning (during the Business Hours set forth below) and (4) electricity for purposes of illumination and operation of normal office equipment (excluding equipment requiring large amounts of electricity). Business Hours are 7:00 A.M. to 7:00 P.M., Monday through Friday, and from 7:00 A.M. to 2:00 P.M. on Saturday. Electricity for electrical outlets, lighting, heat pumps, ventilating equipment and air conditioning for Tenant's Premises will be separately metered or determined by some other commercially reasonable verifiable method, and Tenant shall pay Landlord the charges thereon as and when the same are billed by Landlord to Tenant at rates which shall not exceed the rates which the municipality or public utility would have charged Tenant had the same been directly furnished by it to Tenant. If Tenant generates greater quantities of refuse than normal for general office occupancy, Tenant shall pay the reasonable charges of Landlord for removal of such excess. Landlord shall have no liability to Tenant, its employees or invitees and there shall be no abatement of rent by reason of any failure to furnish any utility or service if not due to the negligence of Landlord.

(b) Tenant will have the right to purchase for use during Business Hours and non-Business Hours the services described in sub-paragraph (a) in excess of the amounts Landlord has agreed to furnish so long as (1) Tenant gives Landlord reasonable prior written notice of its desire to do so; (2) the excess services are reasonably available to Landlord and to the Premises; and (3) Tenant pays as Additional Rent (at the time the next payment of Base Rent is due) the cost of such excess service from time to time charged by Landlord; subject to the procedures established by Landlord from time to time for providing such additional or excess services.

12.3 **Tenant's Costs.** Whenever equipment or lighting (other than building standard lights) is used in the Premises by Tenant and such equipment or lighting affects the temperature otherwise normally maintained by the design of the Building's air conditioning system, Landlord will have the right, after prior written notice to Tenant, to install supplementary air conditioning facilities in the Premises or otherwise modify the ventilating and air conditioning system serving the Premises; and the cost of such facilities, modifications, and additional service will be paid by Tenant as Additional Rent. Electricity for electrical outlets, lighting, heat pumps, ventilating equipment and air conditioning for Tenant's Premises will be separately metered, and Tenant shall pay Landlord the charges thereon as and when the same are billed by Landlord to Tenant at rates which shall not exceed the rates which the municipality or public utility would have charged Tenant had the same been directly furnished by it to Tenant.

12.4 **Limitation on Liability.** Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing Parking Areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Article 12, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.

ARTICLE 13 TENANT'S CARE OF THE PREMISES

Tenant will maintain the Premises (including Tenant's equipment, personal property, and trade fixtures located in the Premises) in their condition at the time they were delivered to Tenant, reasonable wear and tear excluded. Tenant will immediately advise Landlord of any damage to the Premises or the Project. All damage or injury to the Premises, the Project, or the fixtures, appurtenances, and equipment in the Premises or the Project that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Any costs or expenses incurred by Landlord to repair any such damage by Tenant (plus fifteen percent (15%) of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant within ten (10) days after delivery of a statement for such expense.

ARTICLE 14 ALTERATIONS

14.1 **General.**

(a) Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment, other than shelves and the like to the Premises, without first obtaining Landlord's written consent. In no event shall the work of Tenant affect or impair the structure, the elevators, or utility systems of the Building. Landlord's approval of the plans, specifications, and working drawings for Tenant's alterations shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency, or compliance with all laws, ordinances, rules, requirements, and regulations of governmental agencies or authorities, or the use and occupancy permit for the Building. All such alterations, additions, and improvements consented to by Landlord, and capital improvements that are required to be made to the Project as a result of the nature of Tenant's use of the Premises:

(1) will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of performance and payment bonds);

(2) for capital improvements that are required to be made to the Project as a result of the nature of Tenant's use of the Premises, at Landlord's option, will be made by Landlord for Tenant's account, and Tenant will reimburse Landlord for their cost (including fifteen percent (15%) for Landlord's overhead) within ten (10) days after receipt of a statement of such cost;

(3) will be done in a good and workmanlike manner and shall be completed promptly;

(4) shall not cause a loss or diminution of electric power or other utilities or services to other tenants of the Building;

(5) will be performed according to plans, specifications, and working drawings approved by Landlord; and

(6) will be in accordance with all applicable federal, state, county and local laws, rules, regulations, ordinances and codes.

At all times between the start and completion of the work, in addition to the other policies of insurance required by this Lease, Tenant shall maintain a policy of "All Risk" Builder's Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed or to be installed at the Premises pursuant to this Article 14. Tenant herewith agrees to be responsible for all damages to persons or property, including loss of life, as a result of occurrences connected with activities undertaken by Tenant, its agents, contractors, and employees pursuant hereto, and hereby indemnifies Landlord and shall defend and hold Landlord harmless from and against any and all loss, cost or expense in connection with its responsibilities hereunder.

(b) Subject to Tenant's rights in Article 16, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and at the end of the Term will remain on the Premises without

compensation to Tenant, unless Landlord at any time advises Tenant in writing that such alterations, additions, fixtures, or improvements must be removed at the expiration or other termination of this Lease.

14.2 **Free-Standing Partitions.** Tenant will have the right to install free-standing work station partitions, without Landlord's prior written consent, so long as no building or other governmental permit is required for their installation or relocation; however, if a permit is required, Landlord will not unreasonably withhold its consent to such relocation or installation. The free-standing work station partitions for which Tenant pays will be part of Tenant's trade fixtures for all purposes under this Lease. All other partitions installed in the Premises are and will be Landlord's property for all purposes under this Lease.

14.3 **Removal.** If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Article 14 prior to the Expiration Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made.

ARTICLE 15 CONSTRUCTION COSTS

Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and defend and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such ten (10) day period, security reasonably satisfactory to Landlord of at least one hundred fifty percent (150%) of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar written notices on the Premises in order to protect the Premises against any such liens.

ARTICLE 16 END OF TERM

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted and deliver all keys to the Premises and the Building to Landlord. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Article 14. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any

other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of storage, and the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

ARTICLE 17 EMINENT DOMAIN

If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If more than twenty-five percent (25%) of the Rentable Area of the Premises is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within twenty (20) days after the termination date. If less than twenty-five percent (25%) of the Rentable Area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Base Rent will be abated in the proportion of the Rentable Area of the Premises so taken to the Rentable Area of the Premises immediately before such taking, and Tenant's Share will be appropriately recalculated. If twenty-five percent (25%) or more of the Building or the Project is so taken, Landlord may cancel this Lease by written notice to Tenant given within thirty (30) days after the termination date. In the event of any such taking, the entire award will be paid to Landlord, and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as Landlord's award is not reduced as a consequence of such claim, for Tenant's moving expenses and trade fixtures owned by Tenant.

ARTICLE 18 DAMAGE AND DESTRUCTION

(a) If the Premises or the Building is damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to this Article 18. Such notice will be given before the sixtieth (60^{th}) day (the "Notice Date") after the fire or other insured casualty.

(b) If the Premises or the Building is damaged by fire or other insured casualty to an extent which may be repaired within one hundred eighty (180) days after the Notice Date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event this Lease will continue in full force and effect except that Base Rent will be abated on a pro rata basis from the date of the damage until the date of the completion of such repairs (the "Repair Period") based on the proportion of the Rentable Area of the Premises Tenant is unable to use during the Repair Period.

(c) If the Premises or the Building is damaged by fire or other insured casualty to an extent that may not be repaired within one hundred eighty (180) days after the Notice Date, as reasonably determined by Landlord, then (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the Notice Date or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a written notice that the repairs cannot be made within such one hundred eighty (180) day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Building and Premises and Base Rent will be abated on a pro rata basis during the Repair Period based on the proportion of the Rentable Area of the Premises Tenant is unable to use during the Repair Period.

(d) Notwithstanding the provisions of subparagraphs (a), (b), and (c) above, if the Premises or the Building or the Project are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building or the Project, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the Notice Date.

(e) If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Base Rent as otherwise provided for in this Article 18. Tenant will have no rights to terminate this Lease on account of

any damage to the Premises, the Building, or the Project, except as set forth in this Lease.

(f) For purposes of this Article 18 and subject to sub-articles (a) thru (e) hereof, Landlord shall repair or restore any portion of the alterations, additions or improvements in the Premises or the decorations thereto to the extent that such alterations, additions, improvements and decorations were provided by Landlord at the beginning of the Term. Landlord shall have no further obligations pursuant to this Lease to repair or restore any alterations, additions or improvements in the Premises or the decorations thereto. If Tenant desires any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's sole cost and expense. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damage to alterations, additions, improvements or decorations.

ARTICLE 19 SUBORDINATION

19.1 **General.** This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations, and replacements of such Superior Lien, now or in the future affecting or placed, charged, or enforced against the Land, the Building, or all or any portion of the Project or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Tenant will execute, acknowledge, and deliver to Landlord, within twenty (20) days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination or superiority, as applicable.

19.2 **Attornment.** Tenant agrees that in the event that any holder of a Superior Lien succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all Rent subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the holder of a Superior Lien of the remedies provided for by law or by such Superior Lien, Tenant will automatically become the Tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Such successor in interest will not be bound by:

(a) any payment of Rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease that are actually received by such successor in interest;

(b) any amendment or modification of this Lease made without the written consent of such successor in interest (if such consent was required under the terms of such Superior Lien);

(c) any claim against Landlord arising prior to the date on which such successor in interest succeeded to Landlord's interest; or

(d) Any claim or offset of Rent against the Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will, within twenty (20) days after written demand, execute, acknowledge, and deliver an instrument or instruments confirming the attornment.

If Tenant shall fail to execute and deliver any such documents provided for in this Article 19, then Tenant hereby appoints Landlord its attorney-in-fact for the purpose of executing, acknowledging, and delivering such documents on behalf of Tenant.

ARTICLE 20 ENTRY BY LANDLORD

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and after notice with respect to (a), (b), (c), and (f) below at any other reasonable time to:

(a) inspect the Premises;

(b) exhibit the Premises to prospective purchasers, lenders, or tenants;

(c) determine whether Tenant is complying with all its obligations in this Lease;

(d) supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;

(e) post written notices of non-responsibility or similar notices; or

(f) make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building.

Tenant, by this Article 20, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Article 20. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Article 20 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Base Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

ARTICLE 21 INDEMNIFICATION, WAIVER, AND RELEASE

21.1 **Indemnification of Landlord.** To the extent not prohibited by law, Landlord, its owners, members, managers, directors, officers, employees, agents and contractors shall not be liable for damage to person, property or business or resulting from the loss of use thereof sustained by Tenant or any other person from any cause whatsoever, including, without limitation, the Building or any part thereof becoming out of repair, any accident, or any act, omission or neglect of any tenant, occupant or other person. Tenant further agrees that all personal property brought upon the Project, Building, Premises, loading dock, holding areas, and freight elevators shall be at the sole risk of Tenant.

Tenant will neither hold nor attempt to hold Landlord, its owners, members, managers, directors, officers, employees, agents or contractors liable for, and Tenant will indemnify and defend and hold harmless all such parties from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from or out of:

(a) the use or occupancy or manner of use or occupancy of any part of the Project, the Building, the Premises or any common areas by Tenant or any person claiming by, through or under Tenant;

(b) any activity, work, or thing done or permitted, whether by act or omission, by Tenant in or about the Premises, the Building or the Project;

(c) any breach by Tenant or its owners, members, directors, officers, employees, agents, contractors, or invitees of this Lease; or

(d) any injury or damage to the person, property, or business of Tenant, its owners, members, directors, officers, employees, agents, contractors, invitees or any other person claiming by, through or under Tenant entering upon the Project, the Building or the Premises under the express or implied invitation of Tenant.

If any action or proceeding is brought against Landlord, its owners, members, managers, directors, officers, employees, agents or contractors by reason of any matter or claim for which Tenant has indemnified such parties, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel reasonably satisfactory to Landlord.

21.2 **Waiver and Release.** Tenant, as a material part of the consideration to Landlord for this Lease, by this Article 21.2 waives and releases any and all claims against Landlord, its owners, members, managers, directors, officers, employees, agents and contractors with respect to all occurrences, transactions and matters for which Landlord has disclaimed any liability pursuant to the provisions of this Lease.

21.3 **Indemnification of Tenant.** Tenant shall not be liable for damage to person, property or business or resulting from the loss of use thereof sustained by Landlord from any cause whatsoever, except to the extent caused by the negligent act or omission of Tenant.

Landlord will neither hold nor attempt to hold Tenant liable for, and Landlord will indemnify and defend and hold Tenant harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from or out of Landlord's gross negligence with respect to:

(a) the use or occupancy or manner of use or occupancy of any part of the Project the Building or any common areas of the Project or the Building by Landlord;

(b) any activity, work, or thing done or permitted by Landlord in or about the Building or the Project; or

(c) any injury or damage to the person, property, or business of Landlord, its employees, agents or invitees entering upon the Project, or the Building under the express or implied invitation of Landlord.

If any action or proceeding is brought against Tenant by reason of any matter or claim for which Landlord has indemnified Tenant, Landlord, upon written notice from Tenant, will defend the same at Landlord's expense, with counsel reasonably satisfactory to Tenant.

ARTICLE 22 SECURITY DEPOSIT

Tenant has deposited the security deposit with Landlord as security for the full, faithful, and timely performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply, or retain all or any part of the security deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used, applied, or retained, Tenant will within five (5) days after written demand deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord will not be required to keep the security deposit separate from its general funds, and Tenant will not be entitled to interest on the security deposit. The security deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Base Rent due for the last month of the Term. If Tenant fully, faithfully, and timely performs every provision of this Lease to be performed by it, the security deposit or any balance of the security deposit will be returned to Tenant within sixty (60) days after the expiration of the Term. Landlord may deliver the balance of the security deposit then held by Landlord to the purchaser of the Building in the event the Building is sold or to any transferee or assignee from Landlord, and after such time Landlord will have no further liability to Tenant with respect to the security deposit.

ARTICLE 23 QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

ARTICLE 24 EFFECT OF SALE

A sale, conveyance, or assignment of the Building or the Project will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those liabilities that arose prior to such effective date, and, after the effective date of such sale, conveyance, or assignment, Tenant will look solely to Landlord's successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease from and after such effective date.

ARTICLE 25 DEFAULT; REMEDIES

25.1 **Events of Default.** The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) Tenant fails to pay any Rent or other monetary obligation when due, and such failure continues for five (5) business days after written notice from Landlord; however, Tenant will not be entitled to more than one (1) written notice for monetary defaults during any twelve (12) month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

(b) Tenant vacates or abandons the Premises;

(c) this Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;

(d) Tenant or any guarantor of Tenant's obligations under this Lease ("Guarantor") files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or admits in writing its inability to meet its debts as they mature, or is dissolved or makes an assignment for the benefit of creditors;

(e) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant or any Guarantor are instituted against Tenant or any Guarantor, or a receiver or trustee is appointed for all or substantially all of the property of Tenant or any Guarantor, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

(f) Tenant fails to take possession of the Premises on the Commencement Date of the Term;

(g) Tenant violates the terms of Article 9 "Assignment and Subletting";

(h) Tenant breaches any of the agreements, terms, covenants, or conditions of this Lease and such breach involves a hazardous condition and is not cured immediately upon written notice to Tenant;

(i) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such thirty (30) day period, if Tenant fails to diligently commence to cure such breach within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time thereafter; or

(j) any guaranty of the Lease obligations or the note becomes unenforceable in whole or in part for any reason.

25.2 **Landlord's Remedies.** If any one or more Events of Default set forth in Article 25.1 occurs then Landlord has the right, at its election:

(a) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the Term;

(b) without further demand or notice, and without terminating this Lease, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Base Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(c) without further demand or notice to cure any Event of Default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate set forth in Article 4.2(a), provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

Should Landlord elect to reenter as provided in sub-article (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rents from such reletting. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Article or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

25.3 **Certain Damages.** In the event that Landlord does not elect to terminate this Lease as permitted in Article 25.2(a), but on the contrary elects to take possession as provided in Article 25.2(b), Tenant will pay to Landlord Base Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. Tenant will pay such Rent and other sums to Landlord monthly on the day on which the Base Rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such Rent and other sums from Tenant on each such day.

25.4 **Continuing Liability After Termination.** If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Article 25.3. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Base Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Base Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(a) the Worth at the Time of Award of the unpaid Rent that had been earned at the time of termination;

(b) the Worth at the Time of Award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) the Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "Worth at the Time of Award" of the amounts referred to in sub-paragraphs (a) and (b) above is computed by adding interest at the per annum interest rate described in Article 4.2(a) on the date on which this Lease is terminated from the date of termination until the time of the award. The "Worth at the Time of Award" of the amount referred to in sub-paragraph (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York, New York, at the time of award plus one percent (1%).

25.5 **Cumulative Remedies.** Any suit or suits for the recovery of the amounts and damages set forth in Article 25 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

ARTICLE 26 LANDLORD'S LIEN

26.1 **Existence of Lien.** In addition to any available right of Landlord to a statutory landlord's lien, Landlord shall, to the extent not in violation of the applicable law, have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which the landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property (and the proceeds therefor) to the full extent of Tenant's any assignee's or subtenant's interest therein, presently, or which may hereafter be, situation on the Premises, and such lien shall include the right to prevent removal of said property from the Premises, and such property shall not be removed without the consent of the Landlord until all arrearage in Rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant.

26.2 **Rights Upon Event of Default.** Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase. Without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this

Lease at least seven days before the time of sale. Any sale made pursuant to the provision of this Article shall be deemed to have been a public sale conducted in commercially reasonable manner if held in the above-described Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five consecutive days before the date of sale.

26.3 **Proceeds.** The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith.

26.4 **Financing Statement.** Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to protect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding State statute or statutes) in force in the State of Ohio, as well as any other state the laws of which Landlord may at any time consider to be applicable.

ARTICLE 27 PARKING

Tenant will be entitled to use the Parking Spaces during the Term subject to the rules and regulations set forth in Exhibit C, and any amendments or additions to them. The Parking Charges set forth in Article 1.1(t), if any, will be due and payable in advance at the same time and place as Base Rent.

Neither Landlord nor any operator of the parking areas within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time (the "Parking Areas") will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (a) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Areas; (b) Tenant uses the Parking Areas at its own risk; and (c) Landlord will not be liable for personal injury or death, or theft, loss of, or damage to property. Tenant waives and releases Landlord from any and all liability arising out of the use of the Parking Areas by Tenant, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

Tenant's right to use the Parking Areas will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Areas. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

If the Parking Areas are damaged or destroyed, or if the use of the Parking Areas is limited or prohibited by any governmental authority, or the use or operation of the Parking Areas is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the parking spaces will not subject Landlord or any operator of the Parking Areas to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

Tenant has no right to assign or sublicense any of its rights in the parking spaces, except as part of a permitted assignment or sublease of the Lease.

ARTICLE 28 MISCELLANEOUS

28.1 **No Offer.** Submission of the Lease to Tenant is for examination and shall not bind Landlord in any manner. No lease or obligations of Landlord shall arise until this Lease is signed by both Landlord and Tenant and delivery is made to each; provided, however, the execution and delivery by Tenant of this Lease to Landlord or Landlord's agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and

conditions herein contained, which offer may not be withdrawn or revoked for fifteen (15) days after such execution and delivery.

28.2 **Joint and Several Liability.** If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

28.3 **No Construction Against Drafting Party.** Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

28.4 **Time of the Essence.** Time is of the essence with respect to each and every provision of this Lease.

28.5 **No Recordation.** Tenant's recordation of this Lease or any memorandum or short form of it will be void and an Event of Default under this Lease. Tenant shall, at the request of Landlord, execute a short-form lease and have it properly acknowledged for the purpose of recording. The cost of recording such short-form lease shall be borne by Landlord.

28.6 **No Waiver.** No waiver by Landlord of any agreement, condition or provision contained in this Lease will be valid or binding unless expressed in writing and signed by Landlord. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

28.7 **Limitation on Recourse.** Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgments from Landlord. It is agreed that Landlord (and its agents, shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments.

28.8 **Estoppel Certificates.** At any time and from time to time but within five (5) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord or such other person as Landlord shall direct, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that the Tenant has no knowledge of and that there is no Event of Default under this Lease or an event which, with notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Project. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it, and such failure shall be an Event of Default.

28.9 **Attorneys' Fees.** If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and

court costs, incurred by it in connection with such litigation.

28.10 **No Merger.** The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and subtenancies or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this Article 28.10 will be exercised by written notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

28.11 **Holding Over.** Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term and Landlord may, at its option, re-enter and take possession of the Premises, reserving its rights to collect damages sustained by reason of Tenant's unlawful retention of possession of the Premises or any part thereof. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express written consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Base Rent will be increased to an amount equal to one hundred fifty (150%) of the Base Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. During such month-to-month tenancy, Tenant will observe every other term, condition, and covenant contained in this Lease.

28.12 **Notices.** Except as otherwise stated herein, any standard notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with delivery acknowledged by the sending machine, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address(es) set forth in Article 1.1. ANY NOTICE REQUIRED TO EXERCISE EITHER A TERMINATION OPTION OR A RENEWAL OPTION MUST BE RECEIVED BY THE APPROPRIATE PARTY AT THE ADDRESS(ES) SET FORTH IN ARTICLE 1.1, NO LATER THAN THE DEADLINE DATE OF SUCH OPTION(S), (IF ANY), VIA CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID AND RETURN RECEIPT REQUESTED. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Article 28.12.

28.13 **Severability.** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision shall be deemed added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

28.14 **Written Amendment Required.** No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

28.15 **Entire Agreement.** This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project.

28.16 **Captions.** The captions of the various articles and Articles of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or Articles.

28.17 **Notice of Landlord's Default.** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged

default cannot reasonably be cured within a thirty (30) day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent to any holder of a mortgage or other encumbrance on the Building or Project of which Tenant has been notified in writing, and any such holder will also have an additional like period to cure such alleged default.

28.18 **Authority.** Tenant and Landlord represent to each other that the party executing this document is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to each other a resolution or similar document to that effect.

28.19 **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not consulted or negotiated with any broker, finder or agent with regard to the Premises except the broker named in Article 1.1, if any. Tenant and Landlord shall each hold the other harmless and shall indemnify the other against all costs, expenses, attorney's fees, or other liability for commissions or other compensation or charges claimed by any broker, finder or agent claiming the same by, through or under the indemnifying party and such indemnity shall survive the expiration or earlier termination of this Lease.

28.20 **Governing Law.** This Lease will be governed by and construed pursuant to the laws of the state in which the Project is located.

28.21 **No Right to Terminate.** Tenant hereby waives the remedies of termination and rescission and hereby agrees that Tenant's sole remedies for Landlord's default hereunder and for breach of any promise or inducement shall be limited to a suit for damage and/or injunction.

28.22 **No Easements for Air or Light.** Any diminution or shutting off of light, air, or view by any structure that may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.

28.23 **Tax Credits.** Landlord is entitled to claim all tax credits and depreciation attributable to leasehold improvements in the Premises. Promptly after Landlord's demand, Landlord and Tenant will prepare a detailed list of the leasehold improvements and fixtures and their respective costs for which Landlord or Tenant has paid. Landlord will be entitled to all credits and depreciation for those items for which Landlord has paid by means of any Tenant finish allowance or otherwise. Tenant will be entitled to any tax credits and depreciation for all items for which Tenant has paid with funds not provided by Landlord.

28.24 **Relocation of the Premises.** Notwithstanding anything herein contained to the contrary, Landlord shall have the right, at its option, upon at least sixty (60) days' written notice to Tenant, to relocate Tenant and to substitute for the Premises other premises in the Building containing at least as much rentable area as the original Premises, provided that such substitute premises are available. Such substituted premises shall be improved by Landlord, at its expense, with decorations and improvements at least equal in quality and quantity to those in the original Premises at the time of such relocation and the floor plan of the substituted premises shall be similar to the Premises. In connection with such relocation, Landlord shall reimburse to Tenant, Tenant's reasonable expenses incurred for moving including door lettering, stationary costs and telephone relocation. Upon completion of such relocation, the substituted premises shall constitute the Premises for all purposes of this Lease. Tenant shall extend all reasonable cooperation to Landlord in connection with any such relocation. Tenant shall immediately relocate to the substituted premises at the expiration of such sixty (60) day period or when Landlord tenders the substituted premises to Tenant ready for occupancy, whichever is later. In addition to Landlord 's other rights and remedies under this Lease, Tenant shall indemnify, defend and hold Landlord harmless from and with respect to all damages, losses and expenses (including reasonable attorneys' fees) arising out of Tenant 's breach of this Article. Tenant's indemnification obligations under this Article shall survive the expiration of termination of this Lease.

28.25 **Financial Reports.** Upon a sale or a refinance of the mortgage(s) on the Building, within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements. Tenant will discuss its financial statements

with Landlord and will give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Landlord will not disclose any aspect of Tenant's financial statements that Tenant designates to Landlord as confidential except (a) to Landlord's lenders or prospective purchasers of the Project, (b) in litigation between Landlord and Tenant, and (c) if required by court order or subpoena.

28.26 **Landlord's Fees.** Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

28.27 **Binding Effect.** The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

28.28 **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, as the case may be, shall in all cases be assumed as though in each case fully expressed.

28.29 **Definition of Landlord.** All indemnities, covenants and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's beneficiaries and their partners, agents and employees and employees of their agents.

28.30 **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

28.31 **Change of Building Name.** Landlord reserves the right at any time and without liability to any tenant to change the name by which the Building or Project is designated.

28.32 **Force Majeure.** When a period of time is herein prescribed for any action to be taken by Landlord or Tenant, neither party shall be liable or responsible for such action, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord and/or Tenant.

28.33 **Third Party Beneficiary.** It is specifically understood and agreed that no person shall be a third party beneficiary hereunder, and that none of the provisions of this Lease shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have rights hereunder.

28.34 **No Joint Venture.** Landlord and Tenant are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

28.35 **Remedies.** If Tenant believes that Landlord has unreasonably withheld its consent in any instance in connection with this Lease, Tenant's sole remedy will be to seek a declaratory judgment that Landlord has unreasonably withheld its consent or an order of specific performance or mandatory injunction in connection with Landlord's agreement to give its consent, and Tenant shall not be entitled to make claim for, and hereby expressly waives, any claim for damages by reason of Landlord withholding its consent.

28.36 **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT BY THIS ARTICLE 28.36 WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

28.37 **Water or Mold Notification.** To the extent Tenant or its agents or employees discover any water leakage, water damage or mold in or about the Premises or Project, Tenant shall promptly notify Landlord thereof in writing.

28.38 **Prohibited Persons and Transactions**. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

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Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

ARBORETUM I LLC,
a Michigan limited liability company

By: FRIEDMAN ARBORETUM MANAGER LLC,
a Michigan limited liability company,

By: _____
David B. Friedman

Its: Managing Member

Date: _____

TENANT:

BODY CONTOUR VENTURES, LLC,
a Michigan limited liability company,
jointly and severally

By: _____

Its: PRESIDENT

Date: 3/12/15

FULL CIRCLE FINANCIAL, INC.,
a Michigan Corporation,
jointly and severally

By: _____

Its: _____

Date: 3-7-15

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("**Amendment**") is executed as of APRIL 26, 2017, between **ARBORETUM I LLC**, a Michigan limited liability company ("**Landlord**") and **BODY CONTOUR VENTURES, LLC**, a Michigan limited liability company and **FULL CIRCLE FINANCIAL, INC.**, a Michigan corporation (jointly and severally, "**Tenant**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

RECITALS:

A. Landlord and Tenant entered into an Office Lease dated March 19, 2015 ("**Lease**") for those certain premises designated as Suite 200 ("**Current Premises**") consisting of 4,922 rentable square feet ("**RSF**") of space, in the building located at 34405 W. Twelve Mile Road, Farmington Hills, Michigan 48331, commonly known as Arboretum I ("**Building**") under the Lease.

B. Tenant desires to lease additional space consisting of approximately 856 RSF of space on the second (2nd) floor of the Building in Suite 261 ("**Expansion Premises**"), as depicted on Exhibit A, attached hereto), and Landlord has agreed to such expansion on the terms and conditions contained herein.

C. Landlord and Tenant desire to confirm their understandings with regard to the Expansion Premises, in accordance with the terms and conditions of this Amendment.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Expansion Premises; Tenant's Share**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Premises on the terms and conditions of the Lease, as modified hereby; accordingly, from and after the Effective Date (defined below), the term "**Premises**" shall refer collectively to the Current Premises and the Expansion Premises, and, except as otherwise provided herein, Tenant's Share shall be increased to 4.84%, which is the percentage obtained by dividing the number of RSF in the Premises (5,778 RSF) by the number of RSF in the Building (119,420 RSF). Landlord and Tenant stipulate that the number of RSF in the Current Premises, the Expansion Premises, and the Building are correct. The number of RSF in the Building is subject to change from time to time.

2. **Expansion Premises Term**. The Term for the Expansion Premises shall begin on the Effective Date and shall expire at 5:00 p.m., Farmington Hills, Michigan time on June 30, 2021. As used herein, the term "**Effective Date**" shall mean the earliest of (a) the date on which Tenant occupies any portion of the Expansion Premises and begins conducting business therein; (b) the date on which the Work (as defined in Exhibit B hereto) in the Expansion Premises is Substantially Completed (as defined in Exhibit B hereto); or (c) the date on which the Work in

the Expansion Premises would have been Substantially Complete, but for the occurrence of any Tenant Delay Days (as defined in Exhibit B hereto).

Upon occupying the Expansion Premises, Tenant shall execute and deliver to Landlord a letter confirming (1) the Effective Date; (2) that Tenant has accepted the Expansion Premises; and (3) that Landlord has performed all of its obligations with respect to the Expansion Premises (except for punch-list items specified in such letter); however, the failure of the parties to execute such letter shall not defer the Effective Date or otherwise invalidate the Lease.

3. **Expansion Premises Base Rent.** Beginning on the Effective Date, the monthly Base Rent for the Expansion Premises shall be the following amounts for the following periods of time (plus the cost of electricity per Section 6 below):

Based on 856 RSF

Period	$/RSF	Monthly
Eff. Date - 6/30/17	$ 17.50	$ 1,248.33
7/1/17 - 6/30/18	$ 18.00	$ 1,284.00
7/1/18 - 6/30/19	$ 18.50	$ 1,319.67
7/1/19 - 6/30/20	$ 19.00	$ 1,355.33
7/1/20 - 6/30/21	$ 19.50	$ 1,391.00

4. **Current Premises Rent Obligations**. Tenant's obligation to pay Base Rent, Additional Rent, electricity, and any other charges under the Lease with repsect to the Current Premises shall continue at all times as set forth in the Lease.

5. **Operating Expenses and Real Estate Taxes.** Tenant shall continue to pay Tenant's Share of increases in Operating Expenses and Real Estate Taxes, pursuant to the Lease, as modified hereby. Beginning on the Effective Date, Tenant's Share shall be 4.84%, as set forth in Section 1 hereof.

6. **Expansion Premises Electricity**. Beginning on the Effective Date, Tenant shall pay for the cost of electricity serving the Expansion Premises in the amount of $1.35/RSF per year with five percent (5%) annual increases throughout the Expansion Premises Term. Expansion Premises electricity shall be paid by Tenant as Rent.

7. **Payment of Rent.** The address for payment of Rent set forth below shall supersede and replace any addresses for payment of Rent set forth in the Lease:

Arboretum I LLC
c/o Friedman Management Company
26711 Northwestern Highway, Suite 125
Southfield, MI 48033

8. **Condition of Expansion Premises.** Except as provided in Exhibit B, attached hereto, Tenant accepts the Expansion Premises in their "AS-IS" condition, and Landlord shall have no obligation for any construction or finish-out allowance or providing to Tenant any other tenant inducement.

9. **Condition of Current Premises.** Tenant hereby accepts the Current Premises in their "AS-IS" condition, and Landlord shall have no obligation for any construction or finish-out allowance or providing to Tenant any other tenant inducement.

10. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than Friedman Management Company, whose commission shall be paid by Landlord pursuant to a separate written agreement. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

11. **Prohibited Persons and Transactions**. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto. Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) incurred by Landlord arising from or related to any breach of the foregoing representation and warranty. These indemnity obligations shall survive the expiration or earlier termination of this Lease.

12. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect; (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant; and (c) except as expressly provided for in this Amendment, all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

13. **Water or Mold Notification.** To the extent Tenant or its agents or employees discover any water leakage, water damage or mold in or about the Premises or Project, Tenant shall promptly notify Landlord thereof in writing.

14. **Lease Terms and Conditions**. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

15. **Joint and Several Liability**. As set forth in Article 28.2, if Tenant is composed of more than one signatory to the Lease, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to the Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to the Lease (including without limitation any modifications or amendments of the Lease made by fewer than all such

signatories) will bind every other signatory as though every other signatory had so acted, or received or given written notice or refund, or signed.

16. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

17. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. Electronic signatures of Landlord or Tenant shall be deemed their original signatures for all purposes hereunder. As used herein, electronic signatures shall have the meaning set forth in Section 2(8) of the Uniform Electronic Transactions Act (1999) ("**UETA**"). Landlord and Tenant acknowledge that electronic signatures made by either party hereto shall be binding and enforceable pursuant to the Global and National Commerce Act, Title 15, United States Code, Sections 7001 et. seq., the UETA, and any applicable state laws.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed as of the date first written above.

LANDLORD: **ARBORETUM I LLC,**
a Michigan limited liability company

By: Friedman Arboretum Manager LLC,
a Michigan limited liability company
Its: Manager

By: _____
David B. Friedman
Its: Managing Member

TENANT: **BODY CONTOUR VENTURES, LLC,**
a Michigan limited liability company,
jointly and severally

By: _____

Name: Richard Morgan

Its: President

TENANT: **FULL CIRCLE FINANCIAL, INC.,**
a Michigan corporation,
jointly and severally

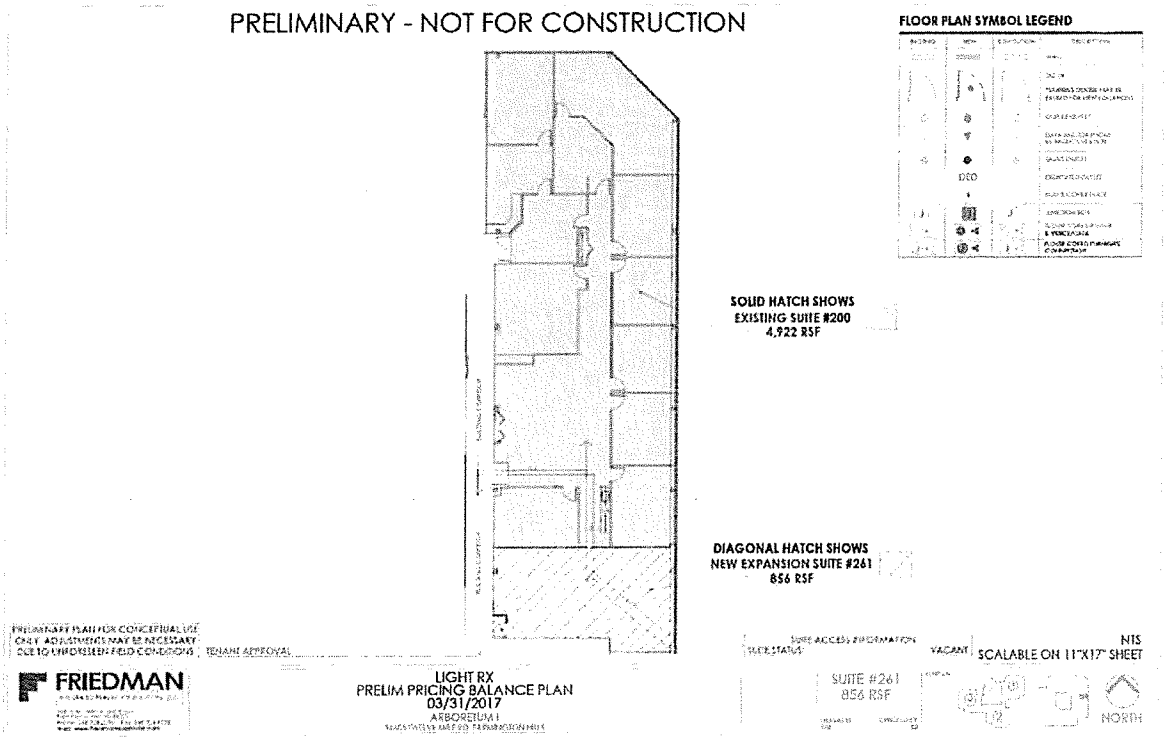
By: _____

Name: _____

Its: _____

EXHIBIT A

EXPANSION PREMISES



The Expansion Premises is depicted as the diagonal hatched area above.

EXHIBIT B

EXPANSION PREMISES WORKLETTER

1. **Acceptance of Expansion Premises**. Except as set forth in this Exhibit, Tenant accepts the Expansion Premises in their "AS-IS" condition on the date that this Amendment is entered into.

2. **Scope of Work**. Landlord, at its sole cost and expense, shall perform the following Building-standard work in the Expansion Premises ("**Work**"):

- Demolish wall between the Current Premises and the Expansion Premises to create hallway between the two, as depicted on Exhibit B-1;
- Demolish the two (2) existing offices in the Expansion Premises;
- Provided new carpet throughout the Expansion Premises; and
- Rework Expansion Premises entry door to meet building codes.

Landlord's contractor shall perform the Work in the Expansion Premises and shall use best efforts to communicate the calendar of construction activities with Tenant to minimize workplace disruption. Any upgraded items above Building-standard, as determined by Landlord, any special conditions, or additional built-ins, shall be a Tenant's sole cost and expense.

3. **Definitions.** As used herein "**Substantial Completion**" and any derivations thereof mean the Work in the Expansion Premises is substantially completed (as reasonably determined by Landlord) in substantial accordance with this limited scope. As used herein, a "**Tenant Delay Day**" means each day of delay in the performance of the Work that occurs (a) because Tenant fails to timely furnish any information or deliver or approve any required documents or select finishes for the Work, (b) because of any change by Tenant to the Work, (c) because Tenant fails to attend any meeting with Landlord, the architect, design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents or selection of finishes by Tenant, or in connection with the performance of the Work, (d) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (e) because Tenant, its agents, employees, contractors, or invitees otherwise delay completion of the Work.

*Execution contained on following page.

TENANT: **BODY CONTOUR VENTURES, LLC,**
a Michigan limited liability company,
jointly and severally

By: _____

Name: RICHARD MALONE

Its: PRESIDENT

TENANT: **FULL CIRCLE FINANCIAL, INC.,**
a Michigan corporation,
jointly and severally

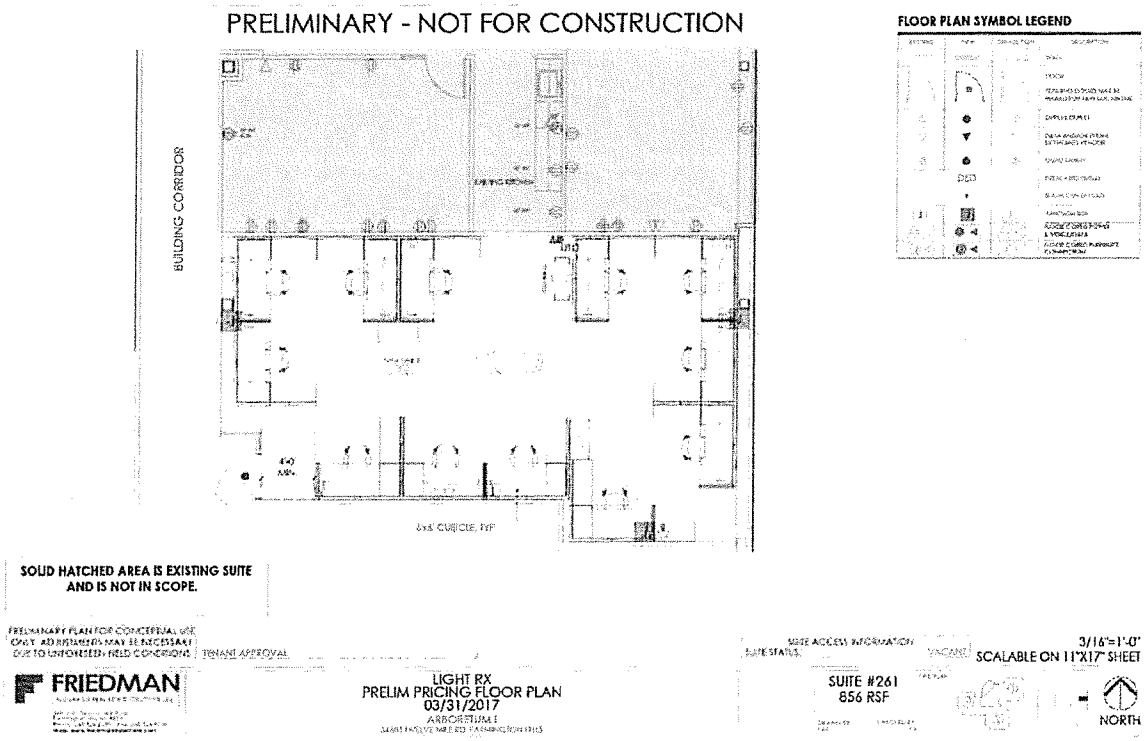
By: _____

Name: _____

Its: _____

EXHIBIT B-1

WORKING DRAWING



Claims Register

19-42510-pjs Body Contour Ventures, LLC

Judge: Phillip J Shefferly
Office: Detroit
Trustee:

Chapter: 11
Last Date to file claims: 07/01/2019
Last Date to file (Govt): 09/30/2019

Creditor: (25977594) Arboretum I LLC 34975 West 12 Mile Road Farmington Hills, MI 48331 Attn: Megan Odell	**Claim No: 90** *Original Filed Date*: 05/29/2019 *Original Entered Date*: 05/29/2019 *Last Amendment Filed*: 06/28/2019 *Last Amendment Entered*: 06/28/2019	*Status:* *Filed by:* CR *Entered by:* ePOC *Modified:* 06/28/2019

Amount claimed: $124296.46
Priority claimed: $7096.29

History:

Details	90-1	05/29/2019 Claim #90 filed by Arboretum I LLC, Amount claimed: $13576.15 (Odell, Megan)
Details	90-2	06/28/2019 Amended Claim #90 filed by Arboretum I LLC, Amount claimed: $124296.46 (ePOC)

Description:

Remarks:

Claims Register Summary

Case Name: Body Contour Ventures, LLC
Case Number: 19-42510-pjs
Chapter: 11
Date Filed: 02/22/2019
Total Number Of Claims: 1

Total Amount Claimed*	$124296.46
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority	$7096.29	
Administrative		

Fill in this information to identify the case:

Debtor 1: Body Contour Ventures, LLC

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: Eastern District of Michigan

Case number: 19-42510-pjs

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   Arboretum I LLC
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor: _____

2. **Has this claim been acquired from someone else?**

   ☑ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?

   Arboretum I LLC; Attn: Megan Odell
   Name

   34975 West 12 Mile Road
   Number Street

   Farmington Hills MI 48331
   City State ZIP Code

   Contact phone 248-324-2000

   Contact email megan.odell@freg.com

   Where should payments to the creditor be sent? (if different)

   Name

   Number Street

   City State ZIP Code

   Contact phone _____

   Contact email _____

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

   _

4. **Does this claim amend one already filed?**

   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No
   ☐ Yes. Who made the earlier filing? _____

LIGHTRX POC
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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 13,475.03 **Does this amount include interest or other charges?**
   - ☐ No
   - ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Unpaid rent, CAM and late fees due on the Petition date.

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☑ Other. Describe: Unpaid rent, CAM and late fees due on the Petition date.

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 13,475.03

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/22/2019
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Megan Odell
First name Middle name Last name

Title: Managing Director of Legal Services

Company: Arboretum I LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 34975 West 12 Mile Road
Number Street

Farmington Hills MI 48331
City State ZIP Code

Contact phone 248-848-4099 Email megan.odell@freg.com

ARBORETUM I L.L.C.
PROOF OF CLAIM

Arboretum Office Park Condominium
34405 West Twelve Mile Road, MI

Body Contour Ventures, LLC
Case No. 19-42510-pjs
Bankruptcy Petition Date: February 22, 2019

Pre-Petition Unsecured Claim:

Unpaid Rent, CAM and Late Fees	$ 13,475.03
Legal Fees	525.00
Total Pre-Petition Unsecured Claim:	**$ 13,576.15**

Total Unsecured Claim: $13,576.15

Claimant reserves the right to supplement or amend this claim from time to time and at any time hereafter.

* *The underlying lease documents are voluminous and will be provided upon request.*

Eastern District of Michigan
Claims Register

19-42510-pjs Body Contour Ventures, LLC

Judge: Phillip J Shefferly **Chapter:** 11

Office: Detroit **Last Date to file claims:** 07/01/2019

Trustee: **Last Date to file (Govt):** 09/30/2019

Creditor: (25977594) Arboretum I LLC 34975 West 12 Mile Road Farmington Hills, MI 48331 Attn: Megan Odell	**Claim No: 90** *Original Filed Date*: 05/29/2019 *Original Entered Date*: 05/29/2019	*Status:* *Filed by:* CR *Entered by:* Megan Odell *Modified:*

Amount claimed: $13576.15

History:

Details 90-1 05/29/2019 Claim #90 filed by Arboretum I LLC, Amount claimed: $13576.15 (Odell, Megan)

Description:

Remarks:

Claims Register Summary

Case Name: Body Contour Ventures, LLC
Case Number: 19-42510-pjs
Chapter: 11
Date Filed: 02/22/2019
Total Number Of Claims: 1

Total Amount Claimed*	$13576.15
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		