

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

Official Form 410
Proof of Claim

04/19

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?	<u>STS Investment Group, LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Michael Fleming, Esq /Plunkett Cooney</u> <small>Name</small> <u>38505 Woodward Ave - Suite 100</u> <small>Number Street</small> <u>Bloomfield Hills MI 48304</u> <small>City State ZIP Code</small> Contact phone <u>248-901-4095</u> Contact email <u>mffleming@plunkettcooney.com</u>	Where should payments to the creditor be sent? (if different) <small>Name</small> _____ <small>Number Street</small> _____ <small>City State ZIP Code</small> _____ 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? \$ 189,141.18. 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.
Money loaned/guaranty

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. \$ _____

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:
- | | |
|--|---|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority
\$ _____ |
| <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650* 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). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/22 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 06/28/2019
MM / DD / YYYY

/s/ Michael P. Schuyler (see attached)
Signature

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

Name Michael P. Schuyler
First name Middle name Last name

Title Managing member

Company STS Investment Group LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 516 Rouge Street
Number Street

Northville MI 48167
City State ZIP Code

Contact phone _____ Email _____

PROMISSORY NOTE

\$200,000.00
Farmington Hills, Michigan
August 28, 2017 ("Loan Date")

PROMISE TO PAY. For value received, *LRX Philadelphia Willow Grove, LLC*, a Michigan limited liability company, which has an address of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, Michigan 48331 ("Borrower"), promises to pay to the order of *STS Investment Group, LLC*, a Michigan limited liability company, which has an address of 516 Rouge Street, Northville, MI 48167 ("Lender"), Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "Indebtedness"), with interest, as follows:

The outstanding principal balance of this Promissory Note ("Note") will bear interest at eight percent (8%) per annum, commencing on the above-stated Loan Date.

Borrower shall pay sixty (60) consecutive monthly installments of principal and interest in the amount of Four Thousand One Hundred Nine and 53/100 Dollars (\$4,109.53), commencing November 28, 2017, with each succeeding monthly installment payable upon the same day of each and every month thereafter. All principal, interest and other sums owed under this Note shall be paid no later than October 28, 2022 ("Due Date"), unless the Indebtedness evidenced by this Note is accelerated, in which case the Due Date shall be the date of acceleration.

All payments under this Note shall be made to Lender at his address first referenced above, or at such other address as the Lender may designate in writing. Payments will be applied first to any unpaid fees or charges under this Note, then to accrued interest, and then to principal.

PREPAYMENT. Borrower may prepay this Note, in whole or part, at any time, without premium or penalty.

DEFAULT. Any of the following events shall, for purposes of this Note, constitute an "Event of Default": (a) failure by Borrower to pay any amount owing on the Indebtedness when due, whether by maturity, acceleration or otherwise; (b) institution of bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by or against the Borrower or any guarantor; or the appointment of a receiver for Borrower; or (c) sale or other disposition by Borrower of substantially all of its assets or property, or dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Borrower.

REMEDIES. If an Event of Default occurs, the Lender shall have the option to declare all or part of the Indebtedness immediately due and payable. If this Note is not paid at the Due Date (whether by acceleration or otherwise), the Lender shall have all of the rights and remedies provided at law or equity or by written agreement. The remedies of the Lender are cumulative and not exclusive. No delay by the Lender in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Lender of any right or remedy shall preclude any future exercise of such right or remedy or the exercise of any other right or remedy. No waiver or indulgence by the Lender of any default or Event of Default shall be effective unless in writing and signed by the Lender, nor shall a waiver on one occasion be construed as a bar to any right or remedy, or waiver of any default or Event of Default on any future occasion.

WAIVER. Borrower and any other party liable for the Indebtedness evidenced by this Note: (i) severally waive presentment, demand, protest, notice of dishonor, notice of non-payment and notice of acceleration of this Note, and (ii) agree that no extension or postponement of the time for payment, or waiver, indulgence or forbearance granted to Borrower, without limit as to number or period, or any modification of this Note, or addition of any party to this Note, or release or discharge of, or suspension of any rights and remedies against, any party liable on this Note, shall reduce or affect the obligation of any other party liable for the payment of this Note.

REIMBURSEMENT OF EXPENSES. Borrower shall reimburse the Lender for all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in enforcing its rights under this Note, including without limitation, those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.

BORROWER'S REPRESENTATIONS. Borrower represents that: (a) execution, delivery and performance of this Note does not violate any law, conflict with any agreement by which Borrower is bound, or require the consent or approval of any governmental authority or third party; and (b) this Note is valid, binding and enforceable according to its terms. Borrower further represents that (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution, delivery and performance of this Note (i) are within its powers and have been duly authorized by all necessary action of its governing body, and (ii) do not contravene the terms of the documents and instruments governing its organization and affairs.

WAIVER OF JURY TRIAL. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.

PRESUMPTIONS. No party or his/its respective legal counsel shall be construed to be the drafter or primary drafter of this Note. If there are disputes regarding the construction of this Note or any of its provisions, ambiguities or questions of interpretation shall not be construed in favor of one party over another; rather, questions of interpretation shall be construed equally as to each party.

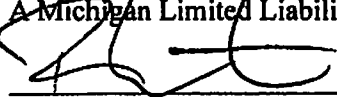
NOTICES. All notices and other communications required or permitted under this Note shall be in writing and shall be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed to the party at his or its address first noted above, or any other address that is specified in writing by the receiving party.

MISCELLANEOUS. This Note is secured by the terms of that certain Guaranty made and delivered by Body Contour Ventures, LLC, a Michigan limited liability company, on even date herewith. The terms of this Note may only be changed in writing, executed by Lender and a duly authorized officer of Borrower. This Note binds Borrower's successors and assigns. The Lender

may assign its rights under this Note upon written notice to Borrower, and this Note shall inure to the benefit of Lender's successors and assigns. This Note shall be governed by the laws of the State of Michigan. Any controversy or claim arising out of or relating to this Note, or the breach of any provision of this Note, shall be submitted to the exclusive jurisdiction of the Circuit Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan.

BORROWER:

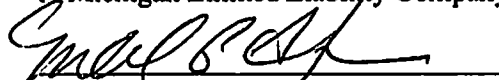
LRX Philadelphia Willow Grove, LLC
A Michigan Limited Liability Company



By: Richard C. Morgan
Its: President

Accepted by Lender on this August 28, 2017:

STS Investment Group, LLC
A Michigan Limited Liability Company



By: Michael P. Schuyler
Its: Managing Member

LRX Philadelphia Willow Grove, LLC

Compound Period : Monthly

Nominal Annual Rate : 8.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/28/2017	200,000.00	1		
2 Payment	11/28/2017	4,109.53	60	Monthly	10/28/2022

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	08/28/2017				200,000.00
1	11/28/2017	4,109.53	4,026.73	82.80	199,917.20
2	12/28/2017	4,109.53	1,332.78	2,776.75	197,140.45
2017 Totals		8,219.06	5,359.51	2,859.55	
3	01/28/2018	4,109.53	1,314.27	2,795.26	194,345.19
4	02/28/2018	4,109.53	1,295.63	2,813.90	191,531.29
5	03/28/2018	4,109.53	1,276.88	2,832.65	188,698.64
6	04/28/2018	4,109.53	1,257.99	2,851.54	185,847.10
7	05/28/2018	4,109.53	1,238.98	2,870.55	182,976.55
8	06/28/2018	4,109.53	1,219.84	2,889.69	180,086.86
9	07/28/2018	4,109.53	1,200.58	2,908.95	177,177.91
10	08/28/2018	4,109.53	1,181.19	2,928.34	174,249.57
11	09/28/2018	4,109.53	1,161.66	2,947.87	171,301.70
12	10/28/2018	4,109.53	1,142.01	2,967.52	168,334.18
13	11/28/2018	4,109.53	1,122.23	2,987.30	165,346.88
14	12/28/2018	4,109.53	1,102.31	3,007.22	162,339.66
2018 Totals		49,314.36	14,513.57	34,800.79	
15	01/28/2019	4,109.53	1,082.26	3,027.27	159,312.39
16	02/28/2019	4,109.53	1,062.08	3,047.45	156,264.94
17	03/28/2019	4,109.53	1,041.77	3,067.76	153,197.18
18	04/28/2019	4,109.53	1,021.31	3,088.22	150,108.96
19	05/28/2019	4,109.53	1,000.73	3,108.80	147,000.16
20	06/28/2019	4,109.53	980.00	3,129.53	143,870.63
21	07/28/2019	4,109.53	959.14	3,150.39	140,720.24
22	08/28/2019	4,109.53	938.13	3,171.40	137,548.84
23	09/28/2019	4,109.53	916.99	3,192.54	134,356.30
24	10/28/2019	4,109.53	895.71	3,213.82	131,142.48
25	11/28/2019	4,109.53	874.28	3,235.25	127,907.23
26	12/28/2019	4,109.53	852.71	3,256.82	124,650.41
2019 Totals		49,314.36	11,625.11	37,689.25	
27	01/28/2020	4,109.53	831.00	3,278.53	121,371.88
28	02/28/2020	4,109.53	809.15	3,300.38	118,071.50
29	03/28/2020	4,109.53	787.14	3,322.39	114,749.11

LRX Philadelphia Willow Grove, LLC

	Date	Payment	Interest	Principal	Balance
	30 04/28/2020	4,109.53	764.99	3,344.54	111,404.57
	31 05/28/2020	4,109.53	742.70	3,366.83	108,037.74
	32 06/28/2020	4,109.53	720.25	3,389.28	104,648.46
	33 07/28/2020	4,109.53	697.66	3,411.87	101,236.59
	34 08/28/2020	4,109.53	674.91	3,434.62	97,801.97
	35 09/28/2020	4,109.53	652.01	3,457.52	94,344.45
	36 10/28/2020	4,109.53	628.96	3,480.57	90,863.88
	37 11/28/2020	4,109.53	605.76	3,503.77	87,360.11
	38 12/28/2020	4,109.53	582.40	3,527.13	83,832.98
	2020 Totals	49,314.36	8,496.93	40,817.43	
	39 01/28/2021	4,109.53	558.89	3,550.64	80,282.34
	40 02/28/2021	4,109.53	535.22	3,574.31	76,708.03
	41 03/28/2021	4,109.53	511.39	3,598.14	73,109.89
	42 04/28/2021	4,109.53	487.40	3,622.13	69,487.76
	43 05/28/2021	4,109.53	463.25	3,646.28	65,841.48
	44 06/28/2021	4,109.53	438.94	3,670.59	62,170.89
	45 07/28/2021	4,109.53	414.47	3,695.06	58,475.83
	46 08/28/2021	4,109.53	389.84	3,719.69	54,756.14
	47 09/28/2021	4,109.53	365.04	3,744.49	51,011.65
	48 10/28/2021	4,109.53	340.08	3,769.45	47,242.20
	49 11/28/2021	4,109.53	314.95	3,794.58	43,447.62
	50 12/28/2021	4,109.53	289.65	3,819.88	39,627.74
	2021 Totals	49,314.36	5,109.12	44,205.24	
	51 01/28/2022	4,109.53	264.18	3,845.35	35,782.39
	52 02/28/2022	4,109.53	238.55	3,870.98	31,911.41
	53 03/28/2022	4,109.53	212.74	3,896.79	28,014.62
	54 04/28/2022	4,109.53	186.76	3,922.77	24,091.85
	55 05/28/2022	4,109.53	160.61	3,948.92	20,142.93
	56 06/28/2022	4,109.53	134.29	3,975.24	16,167.69
	57 07/28/2022	4,109.53	107.78	4,001.75	12,165.94
	58 08/28/2022	4,109.53	81.11	4,028.42	8,137.52
	59 09/28/2022	4,109.53	54.25	4,055.28	4,082.24
	60 10/28/2022	4,109.53	27.29	4,082.24	0.00
	2022 Totals	41,095.30	1,467.56	39,627.74	
	Grand Totals	246,571.80	46,571.80	200,000.00	

LRX Philadelphia Willow Grove, LLC

Last interest amount increased by 0.08 due to rounding.

GUARANTY

Re: **Loan Date: August 28, 2017**
Borrower: LRX Philadelphia Willow Grove, LLC
Guarantor: Body Contour Ventures, LLC
Lender: STS Investment Group, LLC

FOR VALUE RECEIVED, and in consideration for, and to induce *STS Investment Group, LLC, a Michigan limited liability company* of 516 Rouge Street, Northville, MI 48167 ("Lender") to (a) accept that certain Promissory Note made by *LRX Philadelphia Willow Grove, LLC, a Michigan limited liability company*, of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, Michigan 48331 ("Borrower") on even date herewith ("Promissory Note"), and to secure Borrower's performance of all covenants, terms and conditions under the Promissory Note, the undersigned, *Body Contour Ventures, LLC, a Michigan limited liability company*, of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, Michigan 48331 ("Guarantor") has executed this Guaranty on this August 28, 2017, in favor of Lender and agrees as follows:

1. **GUARANTEE.** Guarantor unconditionally and irrevocably guarantees to Lender the full and prompt payment when due of all obligations and liabilities arising under or evidenced by the Promissory Note together with expenses, costs and reasonable attorneys' fees, incurred by Lender in connection with the enforcement of this Guaranty (collectively, "Indebtedness"). Lender may have immediate recourse against Guarantor for full and immediate payment of the Indebtedness at any time when the Indebtedness, or any portion, has not been paid when due (whether by acceleration or otherwise). All payments by Guarantor shall be made in lawful money of the United States of America and in immediately available funds.

2. **NATURE OF GUARANTEE.** This is a guarantee of payment and not of collection. At any time when the Indebtedness, or any portion thereof, has not been paid when due (whether by acceleration or otherwise) Lender can require that Guarantor pay Lender the amounts owing under this Guaranty immediately, and Lender is not required to collect first from the Borrower, any collateral or any other person liable for the Indebtedness. No delay or stay in any acceleration of the Indebtedness, as against the Borrower, due to the application of any bankruptcy, insolvency or other law or proceeding shall be effective under this Guaranty and Guarantor agrees to pay immediately any amount of the Indebtedness that would be due and payable but for such delay or stay. Guarantor's liability for payment of the Indebtedness shall be a primary obligation and shall be absolute and unconditional. Guarantor agrees that none of the following acts, omissions or occurrences shall diminish or impair the liability of Guarantor in any respect (all of which acts, omissions or occurrences may be done or occur without notice to Guarantor):

- (a) Any extension, modification, indulgence, compromise, settlement or variation of any of the terms of the Indebtedness.
- (b) Any assignment or transfer of any interest in any of the Indebtedness.

- (c) The discharge or release of any obligations of the Borrower or any other person now or hereafter liable on the Indebtedness, by reason of bankruptcy or insolvency laws or otherwise.
- (d) The acceptance or release by Lender of any collateral, security or other guaranty from the Borrower or any other person, or any settlement, compromise or extension with respect to any such collateral, security or other guaranty.
- (e) The application or allocation by Lender of payments, collections or credits on the Indebtedness.
- (f) The creation of any new Indebtedness by the Borrower.
- (g) The making of a demand, or absence of demand, for payment of the Indebtedness, or giving, or failing to give, any notice of dishonor, protest, presentment or non-payment or any other notice.
- (h) Any failure, omission or delay on the part of the Borrower or any other person now or hereafter liable on the Indebtedness, or anyone claiming by or through any of them, to comply with any instrument or agreement relating to any of the Indebtedness.
- (i) To the extent permitted by law, any release or discharge, by operation of law, of Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty.
- (j) Any merger or consolidation of the Borrower or any other person or entity now or hereafter liable on the Indebtedness, into or with any other corporation or other entity, or any sale, lease or transfer of any of the assets of the Borrower or Guarantor to any other person or entity.
- (k) Any other occurrence or circumstance which might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which might otherwise limit recourse against Guarantor.

The obligations of Guarantor set forth in this Guaranty constitute full recourse obligations of Guarantor, enforceable against Guarantor to the full extent of Guarantor's assets and properties. Guarantor's liability under this Guaranty is independent of Guarantor's liability under any other guaranty previously or subsequently executed by Guarantor or either one of them, singularly or together with others, as to all or any part of the Indebtedness, and may be enforced for the full amount of this Guaranty regardless of Guarantor's liability under any other guaranty.

3. **WAIVERS.** Without limiting the generality of the foregoing, Guarantor unconditionally waives (a) any right of subrogation to the rights of Lender against the Borrower;

(b) Lender's acceptance of this Guaranty; (c) any demand or notice of any action that Lender takes regarding the Borrower, anyone else, any collateral, or any Indebtedness, which Guarantor might be entitled to by law or under any other agreement; and (f) any requirement of diligence on the part of Lender.

4. **REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender as follows:

(a) The execution and delivery of this Guaranty, and the performance of the obligations imposed under this Guaranty, do not violate any law and do not conflict with any agreement by which Guarantor is bound, and do not require any consent or approval of any governmental authority or any third party. This Guaranty is a valid and binding agreement, enforceable according to its terms.

(b) There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending or, to the best knowledge of Guarantor, threatened against or affecting Guarantor, or any properties or rights of Guarantor, which, if adversely determined, could have a materially adverse effect upon the financial condition of either Guarantor.

(c) Guarantor is not relying on any information furnished by Lender. Guarantor assumes full responsibility for obtaining any further information concerning the financial condition of the Borrower, the status of the Indebtedness or any other matter which Guarantor may deem necessary or appropriate (now or later). Guarantor waives any duty on the part of Lender, and agrees that Guarantor is not relying upon nor expecting Lender to disclose to Guarantor any fact now or later known by Lender, whether relating to the operations or condition of other Guarantors and the Borrower, the existence, liabilities or financial condition of any co-guarantor of the Indebtedness, the occurrence of any default with respect to the Indebtedness, or otherwise, notwithstanding any effect such fact may have upon Guarantor's risk under this Guaranty, or Guarantor's rights against the Borrower.

(d) Lender has made no representation to Guarantor as to the credit-worthiness of the Borrower, and Guarantor is satisfied with the means that Guarantor has for obtaining from the Borrower, on a continuing basis, financial and other information pertaining to the Borrower's financial condition.

5. **REINSTATEMENT.** This Guaranty, and any agreement securing this Guaranty, shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment of all or any part of the Indebtedness is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower, or upon, or as a result of, the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Borrower or any substantial part of the Borrower's property, or for any other reason, all as though such payments had not been made.

6. MISCELLANEOUS.

- (a) This Guaranty shall be construed in accordance with the laws of the State of Michigan.
- (b) Any controversy or claim arising out of or relating to this Guaranty, or the breach of any provision of this Guaranty, shall be submitted to the exclusive jurisdiction of the Circuit Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan.
- (c) This Guaranty shall be binding upon the heirs, successors and assigns of Guarantor, and the rights and privileges of Lender under this Guaranty shall inure to the benefit of its successors and assigns.
- (d) Any notice required from one party to another relating to this Guaranty shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth in this Guaranty by any of the following means: hand delivery, registered or certified mail, postage prepaid, express mail or other overnight courier service, or telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier.
- (e) Any amendment of this Guaranty shall be in writing and shall require the signature of Guarantor and Lender. Any waiver or consent to departure from compliance with this Guaranty must be in writing and signed by Lender.
- (f) The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of the remaining provisions of this Guaranty. The use of headings does not limit the terms of this Guaranty.
- (g) Any reference in this Guaranty to attorneys' fees shall refer to reasonable fees, charges, costs and expenses of in-house and outside attorneys and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in consultation with counsel, or otherwise.
- (h) All references to Borrower means each one and any two or more of them.

This Guaranty is dated and effective as of the date stated above.

GUARANTOR:

BODY CONTOUR VENTURES, LLC
A Michigan Limited Liability Company



By: Richard C. Morgan
Its: President

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

<i>Creditor:</i> (26031906) STS Investment Group LLC c/o Michael Fleming, Esq. Plunkett Cooney 38505 Woodward Ave - Ste 100 Bloomfield Hills, MI 48304	Claim No: 118 <i>Original Filed Date:</i> 06/28/2019 <i>Original Entered Date:</i> 06/28/2019	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Michael A. Fleming <i>Modified:</i>
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Amount claimed: \$189141.18

History:

[Details](#) [118-1](#) 06/28/2019 Claim #118 filed by STS Investment Group LLC, Amount claimed: \$189141.18 (Fleming, Michael)

Description: (118-1) money loaned/guaranty

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*	\$189141.18
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		