

Fill in this information to identify the case:

| |
|--|
| Debtor 1 <u>Body Contour Ventures, LLC</u> |
| Debtor 2 (Spouse, if filing) |
| <u>United States Bankruptcy Court Eastern District of Michigan</u> |
| Case number: <u>19-42510</u> |

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? | <u>Fairfax Corner Retail L.C.</u> | |
| | 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? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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) |
| | <u>Fairfax Corner Retail L.C.</u> | _____ |
| | Name | Name |
| | <u>c/o Andrew B. Schulwolf, Esq. 110 North Washington Street, Suite 300 Rockville, MD 20850</u> | |
| | Contact phone <u>301-519-1919</u> | Contact phone _____ |
| | Contact email <u>andrew@albertandschulwolf.com</u> | 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 _____ MM / DD / YYYY | |
| 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

| | |
|--|---|
| <p>6. Do you have any number you use to identify the debtor?</p> | <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p> |
| <p>7. How much is the claim?</p> | <p>\$ <u>28296.58</u></p> <p>Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p> |
| <p>8. What is the basis of the claim?</p> | <p>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.</p> <p>Unpaid Prepetition Rent – Guaranty of Lease (4211 Fairfax Corner East Avenue, #215, Fairfax, VA)</p> |
| <p>9. Is all or part of the claim secured?</p> | <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410–A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>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.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> |
| <p>10. Is this claim based on a lease?</p> | <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>28296.58</u></p> |
| <p>11. Is this claim subject to a right of setoff?</p> | <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p> |

| | | |
|---|---|------------------------------------|
| 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? | <input checked="" type="checkbox"/> No | |
| | <input type="checkbox"/> 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. | <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| | <input type="checkbox"/> 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). | \$ _____ |
| | <input type="checkbox"/> 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). | \$ _____ |
| | <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 4/01/19 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/ Andrew B. Schulwolf, Esq.

Signature

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

Name Andrew B. Schulwolf, Esq.

First name Middle name Last name

Title Attorney

Company Albert & Schulwolf, Esq.

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 110 North Washington Street, Suite 300

Number Street

Rockville, MD 20850

City State ZIP Code

Contact phone 301-519-1919 Email andrew@albertandschulwolf.com

ACCOUNT SUMMARY

06/27/19

Light RX

Fairfax Corner

Prepetition Rent 2/22/19

| Date | Base Rent | Estimated CAM | Estimated RET | Operating Expense Reconciliations | Late Fee | Water | DTB | TOTAL MONTHLY CHARGES | PAYMENTS RECEIVED | MONTHLY BALANCE | CUMULATIVE TOTALS | CHECK NUMBER |
|-------------------------|-----------|---------------|---------------|-----------------------------------|----------|-------|-----|-----------------------|-------------------|--------------------|-------------------|--------------------------|
| Jul-18 | 2,716.08 | 715.00 | 602.14 | | 201.66 | | | 4,234.88 | | 4,234.88 | 4,234.88 | |
| Aug-18 | 2,716.08 | 715.00 | 602.14 | | 201.66 | | | 4,234.88 | | 4,234.88 | 8,469.76 | |
| Sep-18 | 2,716.08 | 715.00 | 602.14 | | 201.66 | | | 4,234.88 | | 4,234.88 | 12,704.64 | |
| Oct-18 | 2,716.08 | 715.00 | 602.14 | | 201.66 | | | 4,234.88 | (3,911.56) | 323.32 | 13,027.96 | Security Deposit Applied |
| Nov-18 | 2,716.08 | 715.00 | 602.14 | | | | | 4,033.22 | | 4,033.22 | 17,061.18 | |
| Dec-18 | 2,716.08 | 715.00 | 602.14 | | | | | 4,033.22 | | 4,033.22 | 21,094.40 | |
| Jan-19 | 2,716.08 | 715.00 | 602.14 | | | | | 4,033.22 | | 4,033.22 | 25,127.62 | |
| 2/1-2/22/19 | 2,134.06 | 561.79 | 473.11 | | | | | 3,168.96 | | 3,168.96 | 28,296.58 | |
| TOTAL AMOUNT DUE | | | | | | | | | | \$28,296.58 | | |

GUARANTY

THIS GUARANTY is made and executed this 1st day of March, 2017, by **BODY CONTOUR VENTURES, LLC**, a Michigan limited liability company (hereinafter referred to as the "Guarantor") for the benefit of **FAIRFAX CORNER RETAIL L.C.**, a Virginia limited liability company (hereinafter referred to as the "Landlord").

WITNESSETH:

WHEREAS, Landlord is contemplating entering into a lease (hereinafter referred to as the "Lease") whereby Landlord will lease to LRX FAIRFAX, LLC, a Michigan limited liability company (hereinafter referred to as "Tenant") the premises described in said Lease (the "Premises") located in the "Project" (as defined in the Lease) on terms and conditions more particularly described therein (capitalized terms used herein which are defined in the Lease shall have the same meaning when used in this Guaranty); and

WHEREAS, Guarantor desires to induce Landlord to execute and deliver the Lease to Tenant, and Landlord is willing to execute and deliver the Lease to Tenant only if Guarantor guarantees to Landlord, absolutely and unconditionally, the full and prompt performance by Tenant of all the covenants, terms, conditions and obligations to be performed by Tenant under the Lease.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

1. As soon as practicable following the complete execution of this Guaranty, and execution of the Lease by Tenant, Landlord shall execute and deliver the Lease to Tenant.
2. Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees to Landlord the prompt and complete (i) payment by Tenant to Landlord of all Rent and other sums of money payable by Tenant to Landlord under the Lease (including payment by Tenant to Landlord of all damages, costs and expenses that, by reason of the Lease, may become payable by Tenant to Landlord); and (ii) performance and observance by Tenant of all covenants, conditions, terms and obligations to be performed or observed by Tenant under the Lease (the foregoing are collectively referred to as the "Obligations").

Notwithstanding anything herein to the contrary, and provided that Tenant is not in default beyond the expiration of any applicable notice and cure period, then as of the first day of the sixth (6th) Lease Year, Guarantor shall have no further liability thereafter accruing under this Guaranty; provided, however, Guarantor shall be responsible for all liabilities accruing during the first five (5) Lease Years and any expenses incurred by Landlord in collection of the same, including attorneys' fees and interest.

3. Guarantor's liability hereunder shall in no way be affected by any indulgence, extension or forbearance which Landlord may grant to Tenant with respect to the payment or other performance of any obligations of Tenant under the Lease, or by any waiver on the part of Landlord of any breach of the Lease by Tenant, or by any assignment of the Lease or subletting of all or part of the Premises made by Tenant. Guarantor waives any requirement that Guarantor be notified of any such indulgence, extension, forbearance or waiver, and further, Guarantor waives notice of all such matters and of any default by Tenant under the Lease.

4. In the event of any default by Tenant in the performance of any obligations of Tenant under the Lease, Guarantor covenants and agrees to perform those obligations forthwith upon Landlord's demand (in the same manner as if the same constituted the direct primary obligation and liability of Guarantor). Subject to paragraph 2 above, Guarantor's liability under this Guaranty shall be in effect for the Term of the Lease.

5. The obligations of Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

6. Landlord and Tenant may, without notice to, or consent by, Guarantor, at any time or times, enter into such modifications, extensions, amendments or other covenants respecting said Lease as Landlord may deem appropriate, and Guarantor shall not be released thereby. Rather, subject to paragraph 2 above, Guarantor shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under said Lease as modified, extended or amended.

7. Landlord may make demand upon and/or institute legal proceedings against Guarantor for the performance of any of its obligations hereunder, without first proceeding in any way against Tenant and without enforcing any rights or remedies Landlord may have under the Lease.

8. Guarantor waives any and all notice of acceptance of this Guaranty, any and all notice of default in the performance by Tenant of any of its obligations under the Lease, and all other notices which may or might be lawfully waived by Guarantor. No delay of Landlord in exercising any of its rights or powers under this Guaranty or in taking any action to enforce the performance of Tenant's obligations under the Lease shall operate as a waiver of such rights or powers or in any manner prejudice any of Landlord's rights and powers against Guarantor. No such failure on the part of Landlord shall relieve Guarantor of any of its liability under this Guaranty.

9. In any action or proceeding brought by either Landlord or Guarantor against the other with respect to any matters whatsoever arising out of, under or by virtue of the terms of the Lease or this Guaranty, Landlord and Guarantor shall and do hereby waive trial by jury.

10. The disaffirmance of liability or the discharge or impairment of the liability of Tenant under the Lease in any bankruptcy, insolvency, reorganization or similar proceeding and any resulting termination of this Lease shall not relieve Guarantor of any of its liability under this Guaranty.

11. Guarantor agrees to pay all attorneys' fees, court costs and other expenses incurred by Landlord in connection with any action taken as a result of a breach of the Lease or in the enforcement of this Guaranty.

12. The liability of Guarantor (if more than one) shall be joint and several.

13. If any provision of this Guaranty is or becomes void, in whole or in part, for any reason whatsoever, then it is expressly understood and agreed that this Guaranty shall be valid and remain in full force and effect to the extent that it is not void.

14. All claims which Guarantor may have against Tenant, whether by way of subrogation to any position of Landlord or for contribution or reimbursement, shall be subordinate to any outstanding claims which Landlord has or may have against Tenant. Guarantor hereby releases Landlord from any and all liability to Guarantor or Tenant for failing to recognize, observe, or protect any legal or equitable rights Guarantor may have with respect to Tenant, the Premises, or the Lease.

15. This Guaranty may not be modified, altered or terminated except pursuant to an instrument in writing executed by Guarantor and Landlord. No waiver of any provision of this Guaranty shall be valid unless in writing and signed by Landlord. A failure of Landlord to insist upon strict performance of any obligations or covenants of Guarantor under this Guaranty in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such obligation or covenant thereafter.

16. This Guaranty is being made, executed, and delivered in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflict of law. Guarantor specifically waives any right to trial by jury in any proceeding brought by Landlord to enforce this Guaranty.

17. This Guaranty shall be binding upon Guarantor, its heirs, executors, personal representatives, successors or assigns, and shall inure to the benefit of, and be enforceable by, Landlord, its successors and assigns, and by any successor to the interests of Landlord under the Lease.

18. Any notice which Landlord may elect to send to Guarantor shall be sent, to the address set forth below, by certified mail return receipt requested or by overnight carrier which provides a receipt evidencing delivery.

19. Guarantor's responsibilities, obligations and liabilities under this Guaranty shall be construed in accordance with the principle that time is of the essence.

20. This Guaranty may be executed in several counterparts, in either original typed instruments or reproductions thereof, but all counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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: (26032187)
 Fairfax Corner Retail L.C.
 c/o Andrew B. Schulwolf, Esq.
 110 North Washington Street,
 Suite 300
 Rockville, MD 20850

Claim No: 121
Original Filed Date: 06/28/2019
Original Entered Date: 06/28/2019

Status:
Filed by: CR
Entered by: ePOC
Modified:

Amount claimed: \$28296.58

History:

[Details](#) [121-1](#) 06/28/2019 Claim #121 filed by Fairfax Corner Retail L.C., Amount claimed: \$28296.58 (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* | \$28296.58 |
| 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 | | |