

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

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?** Knapp's Corner Shops, L.L.C.
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?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Knapp's Corner Shops, LLC
Name

1971 E. Beltline
Number Street

Grand Rapids MI 49525
City State ZIP Code

Contact phone 616.456-7114
Contact email online@mullerrealty.com

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? _____



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? \$ 94882.61. 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.
Guarantee of LRX to Grand Rapids lease (attached)

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 (Guarantee)
 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)?

No

Yes. Check one:

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)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 07/01/2019
MM / DD / YYYY

/s/ Randall J. Groendyk

Signature

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

Name Randall J. Groendyk
First name Middle name Last name

Title Attorney

Company Varnum LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P. O. Box 352
Number Street

Grand Rapids, Michigan 49501-0352
City State ZIP Code

Contact phone 616.336.6000 Email rjgroendyk@varnumlaw.com

Exhibit A



LEASE AGREEMENT

THIS LEASE executed in duplicate on the 4th day of March, 2016 (hereafter "Effective Date") by and between Knapp's Corner Shops, L. L. C., of 1971 E. Beltline Avenue NE, Suite 240, Grand Rapids, MI 49525, hereinafter called "Lessor", and LRX Grand Rapids, LLC, of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, MI 48331, hereinafter called "Lessee", WITNESSETH:

PARAGRAPH 1. Premises. Upon the conditions hereinafter contained, Lessor does hereby demise and lease to Lessee and the Lessee does lease from Lessor certain premises situated in the City of Grand Rapids, in the County of Kent and State of Michigan, consisting of 1,520 square feet (the "Premises") within Knapp's Corner Shops, which consists of combination square feet of building (of which 47,289 square feet is ground floor retail, and 19,080 square feet is second floor office) owned by Lessor for Lessee and other lessees ("Shopping Center"). Said property is located on 1971 East Beltline NE, Suite 120, together with the use in common with Lessor and others entitled thereto of the common area parking areas, service road and sidewalks; subject, however, to the terms and conditions of the Lease Agreement and to the reasonable rules and regulations of the use thereof as prescribed from time to time by Lessor; and to all easements and restrictions of record. The Premises are set forth on Exhibit A attached hereto.

PARAGRAPH 2. Basic Lease Provisions:

a. Base Term: 63 months

b. Possession Date: Upon execution of this Lease Agreement.

c. Commencement Date: Upon execution of this Lease Agreement.

d. Renewal Options: 1 term of 5 years.

e. Initial Base Term Rental: One hundred thirty seven thousand three hundred sixty nine dollars and eighty eight cents (\$37,369.88) Subject to adjustments as provided in Paragraph 3.

f. Pro-rata Share of Common Area Expenses: 3.21% Retail/2.29% General.

g. Permitted Uses: A med spa offering non-invasive body contouring and skin whitening services and the sale of related skincare products. In addition to the prohibited uses identified on Exhibit B, Lessor agrees not to use the premises to conduct a home health care business.

h. Security Deposit: Four Thousand Six Hundred Eighty-Six and 66/100 Dollars (\$4,686.66).



PARAGRAPH 3: Terms and Rental. Possession shall be given as stated in Paragraph 2(b.) above ("Possession Date"). The term of this Lease (the "Term") shall be for the time period stated in Paragraph 2 (a.) beginning as stated in Paragraph 2 (c.) above. Lessee shall vacate the Premises prior to the end of the Term. The Lessee will pay to the Lessor rent as stated in Paragraph 2(e.), which is to be paid over the term of the Lease in monthly payments per the following rent schedule:

Months 0-3:	\$0.00/mo. (\$0.00 PSF)
Months 4-12:	\$2,153.33/mo. (\$17.00 PSF)
Year 2:	\$2,280.00/mo. (\$18.00 PSF)
Year 3:	\$2,280.00/mo. (\$18.00 PSF)
Year 4:	\$2,343.33/mo. (\$18.50 PSF)
Year 5:	\$2,343.33/mo. (\$18.50 PSF)
Months 61-63:	\$2,343.33/mo. (\$18.50 PSF)

Lessee herewith has deposited \$2,153.33, which shall be credited against rent first due from Lessee and \$4,686.66, which shall be a security deposit. Rent shall be due monthly beginning on the first day of each month.

Any amount due from Lessee to Lessor hereunder which is not paid when due shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum lawful rate of interest from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Lessee under this Lease. In addition to such interest, if any amount due from Lessee to Lessor hereunder is not paid when due, a late charge equal to five percent (5%) of the amount overdue ("Late Charge") shall be assessed against such overdue amounts, applying the payment to the oldest obligation first, which the parties agree: (i) is a reasonable estimate of the damages Lessor shall suffer as a result of Lessee's late payment; (ii) such damages include Lessor's additional administrative and other costs associated with such late payment; and (iii) would be impracticable or extremely difficult to fix Lessor's actual damages in such event. Such interest and late payment penalties shall be in addition to Lessor's rights and remedies under this Lease for Lessee's default.

PARAGRAPH 4. Permitted Use and Assignment. The Premises shall be used for the purpose stated in Paragraph 2 (g.), and no other use (the "Permitted Use"). Compliance with all building and use restrictions of record and with any and all municipal codes and regulations regarding Lessee's use is the sole responsibility of the Lessee. No outside storage is permitted. Lessor will, at Lessee's expense and without notice, remove any item of Lessee placed outside. Lessee acknowledges and agrees that Lessee's use of the Premises is subject to all of those restrictions set forth on attached Exhibit B. Lessee shall not use the Premises in a manner that would violate any of said restrictions or the terms of any exclusive use provisions set forth in existing leases for space within the Center. Lessee agrees to indemnify and hold Les-

sor harmless from all costs, damages and expenses including judgments and reasonable attorney's fees arising out of any claims proceedings against Lessor arising out of any violation by Lessee of attached Exhibit B. Lessee shall not have the right to sublet nor to assign to any other party without first securing the consent of the Lessor. Lessor shall not unreasonably withhold its consent with the understanding that, if said sub-lessee shall pay rent at a higher rate than Lessee is paying, the additional rent shall belong to Lessor. Lessee's request for an assignment must, in each and every case, be accompanied by the payment to Lessor of \$500.00 in consideration of the Lessor evaluating and approving a proposed Assignment. Lessor agrees that as long as Lessee is not in default under this Lease, Lessor shall not lease any portion of the Shopping Center to a med-spa, and shall not permit any other future tenant, future sub-tenant or future occupant to operate a med-spa within the Shopping Center. For the purposes of this paragraph, the term "med-spa" shall mean any business that provides laser hair removal, body contouring, skin rejuvenation, cellulite reduction, skin tightening, or similar treatments; but expressly excluding incidental services of a similar nature provided by tanning salons or hair salons. Provide, however, such exclusive use right shall not apply to existing tenants.

Lessor will waive the prohibited use detailed in Exhibit B (n) for Lessee and only for Lessee. The waiver of this prohibited use shall not be transferable or assignable by Lessee nor apply to any future lessee.

PARAGRAPH 5. Intentionally Omitted.

PARAGRAPH 6. Signage. Lessee shall have the right to install a sign on the marquee over its leased space which sign shall be paid for by Lessee. All signs installed by Lessee shall comply and conform to the appropriate governmental ordinances and regulations governing the same and shall be removed by Lessee at the termination of this Lease, including repairs and/or refinishing of the surface of the building where the sign was mounted. In addition to obtaining City approval, the Lessee shall provide the Lessor, for its approval, drawings and specifications of Lessee's signage prior to installation.

PARAGRAPH 7. Insurance. Insurance shall be obtained and maintained in accordance with the following provisions:

(a) Lessor shall obtain and maintain such fire and extended coverage insurance as Lessor deems necessary to protect Lessor's property. This expense shall be reimbursed to Lessor pursuant to Paragraph 10 hereof. Lessee must obtain and maintain property insurance coverage pursuant to Form CP1030, or an equivalent, with insurance fully prepaid for one year for direct physical loss of covered business property. Lessee shall be required to provide Lessor with Proof of Declarations page and a Certificate of Insurance (which lists the property insured) upon the signing of the lease.

(b) Lessor shall obtain and maintain such insurance covering public liability as will protect Lessor and Lessee against claims or any and all persons for personal injury, death or property damage occurring in, on, or about the Premises, or in any manner growing out of or connected with Lessor's ownership, or Lessee's use or occupation of the Premises, or the condition thereof, such insurance to afford protection to the limit of not less than \$500,000 per person,

\$1,000,000 per accident, and \$1,000,000 property damage. This expense shall be reimbursed to Lessor pursuant to Paragraph 10 hereof. Further, Lessee agrees to indemnify and hold harmless Lessor from liability for damages to any person or property in or about the Premises resulting solely from the negligence of Lessee or its agents. Lessee agrees to be a self-insurer or carry insurance for the replacement and repair of any plate glass upon the Premises and further agrees, in the event of any breakage not caused by Lessor or not covered by the fire and extended coverage policy of Lessor to replace such glass promptly.

The Lessor and the Lessee, and all parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the lease Premises, or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release contained in this paragraph.

PARAGRAPH 8. Maintenance of Lessee's Premises. Lessor shall, at all times during the Term, maintain the exterior and structural interior portions of the building, including walls and roof, and any glass breakage caused by the elements, settling of the building or structural defects. Lessee shall, at its expense, keep every part of Premises in as good a condition and repair as when possession is taken, including but not limited to electrical, plumbing; and upon termination of this Lease, by lapse of time or otherwise, will yield up Premises, prior to the end of the Term, in as good condition and repair as when taken, ordinary use and wear excepted. Lessee shall also wash windows, maintain its exterior signs, assume day to day maintenance of interior lighting and mechanicals, and shall keep the interior of the building in neat condition at all times and shall pick up debris from the sidewalk in front of the Premises.

PARAGRAPH 9. Lessor's Work. Prior to the commencement of the Term, Lessor shall complete the work outlined in Exhibit C. When applicable, Lessor will provide Lessee with a drawing of Lessor's intended work. If so provided, the drawing will, absent Lessee's notice to the contrary within 3 days of receipt of the drawing, stand as being in full compliance with the Lease requirements. Lessor warrants to Lessee that the HVAC unit servicing the Premises is and shall remain in good working order for 90 days following the Commencement Date, that the electrical system is stubbed to a panel within the Premises, and that water service is laterally connected to the Premises.

PARAGRAPH 10. Adjustment of Rental.

a. Operating Expenses; Common Area Maintenance Expense. In addition to the rents specified pursuant to Paragraph 3 hereof, Lessee shall pay to Lessor beginning on the Possession Date, as additional rent, Lessee's pro-rata share of the general operating expense ("Common Area Maintenance Expenses") incurred by Lessor in maintaining

Knapp's Corner Shops. It is agreed that Lessee's initial pro-rata share is 3.21Percent of the retail portion of the building operating expense and 2.29Percent of the general building operating expense. Lessee's pro-rata share of the Common Area Maintenance Expense shall be calculated from time to time by dividing the Premises square footage by the total square footage of the building owned by Lessor of which the Premises are a part.

b. Operating Expenses; Lessee Utility Expense. Beginning on the Possession Date, Lessee shall pay for all utilities exclusive to its Premises ("Lessee Utility Expenses") and used by it within the Premises during the entire Term. It shall be the responsibility of the Lessee prior to the Possession Date to apply for utility service in its name. Said utilities are separately metered and exclusive to the Premises. Lessor reserves the right to resell utilities and services, including, but not limited to, electricity, long distance service, and property web site.

c. Use Related Sur-charges.

- i. Restaurant Use: If Lessee's permitted use is for a restaurant or any use involving the serving of food within the Premises, Lessee shall pay a surcharge for trash removal and heavy mechanical usage of \$0.25 per square foot of Premises per year, payable monthly in advance. Lessee hereby agrees, at its own expense, not less than annually, to have its grease trap professionally cleaned. Lessee shall provide Lessor with a copy of a paid invoice to evidence that work.
- ii. Tanning Salon and Grocery Use: If Lessee's permitted use is for a tanning salon or grocery store, Lessee shall pay a surcharge for trash removal of \$0.15 per square foot of Premises per year, payable monthly in advance.

d. Description of Common Area Maintenance Expenses. For purposes hereof, Common Area Maintenance Expenses includes the following: costs and expenses incurred by Lessor with respect to the land and improvements on and in which the Premises are situated; all property taxes and assessments: real, personal, general, and special; heating and air conditioning equipment; common area water and sewer, common area lighting, including parking lot and security lighting; reader board electricity and maintenance; refuse removal; pylon sign; seasonal decorations; cooperative advertising; property management; irrigation system; maintenance services contracted for by Lessor, and/or wages, salaries, fringe benefits, and applicable taxes on the employer if performed by Lessor; snow removal and exterior grounds care; parking area cleanup and parking lot maintenance, including parking lot striping, patching, and sealing; insurance premiums; and repairs and general maintenance to common areas, but excluding (a) any alterations to meet the need of specific lessees, (b) brokerage commissions, (c) debt costs or the costs of financing or refinancing all or any part of the Shopping Center, (d) any charge for Lessor's income taxes, excess profit taxes, franchise taxes, or similar taxes on Lessor's business, (e) interest, fees or penalties for delinquent payments of any kind, and (f) any capital investments or improvements.

e. Annual Statement of Expenses and Taxes. All Common Area Maintenance Expenses are to be billed to Lessee on an annual basis based on a budget accounting. Payment shall be made monthly and due with rent payment. Each year, Lessor shall submit to Lessee a budget estimating Common Area Maintenance Expenses for the current year. Lessee shall pay each month its pro-rata share of the Common Area Maintenance Expenses estimate of that year's budget divided by twelve. Each successive year, actual Common Area Maintenance Expenses shall be reconciled to the budget amount. Lessee shall be credited (if actual is lower) or charged (if actual is higher) the net difference to the following month's operating expense payment. The additional rent payment as calculated by this paragraph is to be received (due) by the Lessor along with rent payment on the first day of each month.

Lessee shall not be responsible for any of the *office* operating expenses of the building. For purposes hereof, the term office operating expenses means the following: cost and expenses incurred by the Lessor in maintaining an office building including, but not limited to: elevator maintenance, heat, window washing, janitorial, etc.

Lessor shall keep good and accurate books and records in accordance with generally accepted accounting principles concerning the costs and expenses of operation, maintenance and repairs of the Shopping Center. Lessee or its designated agent shall have the right at Lessee's own cost and expense to audit and/or inspect Lessor's records to determine the amount of costs and expenses applicable with respect to the Shopping Center using the most current figures then available to Lessor. Lessee shall give Lessor not less than thirty (30) days' written notice of its intention to conduct any such audit. If such audit discloses that the amount payable by Lessee in costs and expenses has been overstated, Lessee's obligation for costs and expenses shall be recalculated and Lessor shall rebate to Lessee the overcharge or, at Lessee's election, Lessee may offset the amount of the overcharge against costs and expenses thereafter becoming due.

f. Survival. The provisions of this Section 10 shall survive the termination of this Lease and be applicable to such portion of the calendar year as this Lease was in effect.

PARAGRAPH 11.Center Rules and Regulations. All Marquee signs above Lessees' Premises must remain fully lit between the hours of 6:00 A.M. until dawn and dusk until 12:00 A.M. every day.

PARAGRAPH 12.Destruction of Premises. If, during the Term the Premises shall be substantially destroyed by fire or by the elements not due to the negligence or misconduct of Lessee, and such destruction cannot be repaired, replaced or restored within 120 days, then this lease, at the option of Lessee and upon notice in writing to Lessor, shall cease and terminate and each party shall be released of further obligation thereunder, and Lessor shall refund to Lessee any portion of rent paid in advance and not earned at the time of such destruction. If, however, such Premises shall be partially destroyed by fire not the fault of Lessee, Lessor shall repair the Premises as speedily as possible, at Lessor's expense and upon completion of such repairs, Lessee shall be entitled to a reduction of rent in proportion to the amount of floor

space of which it was deprived of use while such repairs were being made. Damages to such extent as to render fifty percent (50%) or more of the floor space of leased building unusable for the purpose of Lessee's business shall be deemed "substantial destruction" within the meaning of this lease, and damage which rendered less than fifty percent (50%) of the floor space unusable for the purpose of Lessee's business, but which cannot be repaired within 120 days shall, likewise, be deemed to be "substantial destruction". Damage which renders less than 50% of floor space unusable for the purpose of Lessee's business and which can be repaired within 120 days shall be deemed to be "partial destruction" within the meaning of this Lease.

PARAGRAPH 13. Bankruptcy and Assignment to Creditors. Either the appointment of a receiver to the possession of all or substantially all of the assets of Lessee, or a general assignment of substantially all of the assets of Lessee, or a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee. Upon the happening of such event, at the option of Lessor, this Lease shall terminate ten (10) days after written notice of termination from Lessor to Lessee.

PARAGRAPH 14. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

PARAGRAPH 15. Eminent Domain. If all of the Premises, or such part thereof as to render the balance unsuitable for carrying on Lessee's business, is taken by condemnation proceedings, this Lease shall terminate, at the option of Lessee, at the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time only. Such taking shall not be deemed a breach of the covenants of Lessor for quiet enjoyment herein contained.

PARAGRAPH 16. Title Covenants and Quiet Enjoyment. Lessor covenants that it is seized of the Premises, has the full right to make this Lease, and that Lessee shall have quiet and peaceful possession and enjoyment of the Premises during the Term and renewal thereof against all acts of any parties claiming title to, or a right to, the possession of the Premises.

PARAGRAPH 17. Personal Property Fixtures and Equipment. Personal property, including fixtures and other equipment owned by Lessee, or its assignee or sublessee in Premises, shall not become a part of the realty, even if fastened to the Premises, but shall retain their status as personalty and must be removed by Lessee at the expiration of the Lease. However, any damage to the Premises caused by the removal of such property shall be repaired by Lessee at its expense.

PARAGRAPH 18. Default and Remedies. In case Lessee shall default in the performance of any covenant or agreement herein contained and such default shall continue for thirty (30) days after receipt by Lessee of written notice thereof by

Lessor, then Lessor at its option may declare this Lease terminated and may re-enter the Premises with due process of law and remove all persons therefrom; provided however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, Lessee shall not be deemed to be in default if Lessee commences to cure the default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion within sixty (60) days after written notice of default, unless the default is (1) non-payment of any rent obligation, (2) a health hazard, or (3) physical damage to the Premises, then the written notice period shall be just ten (10) days rather than thirty (30) days. The exercise by Lessor of the right of re-entry shall not be a bar to, or prejudice in any way, any other legal remedies available to Lessor. If Lessor shall commit a substantial default in a performance of any covenant or agreement herein contained and such default shall continue for ten (10) days after receipt by Lessor of written notice given by Lessee, then no rent shall be paid or become payable under this Lease for such time as such default shall continue after the expiration of said 10-day period.

Lessee hereby grants to the Lessor, as security for payment of any and all rent due under this Lease, a security interest in all personal property of the Lessee, including but not limited to all equipment, inventory, accounts receivable, office furniture, after-acquired property, and the proceeds thereof.

In the event that Lessor refers Lessee's default to any attorney for enforcement, collection, or eviction from the Premises, Lessee agrees to reimburse Lessor for the reasonable costs including, but not limited to: attorney fees, filing fees, service fees and any other fees/costs associated with the action. In the event that Lessee shall redeem a judgment, any and all costs shall be Extra Rent which shall be paid in order for redemption to be completed. If a money judgment shall be awarded against Lessee, the post-judgment rate of interest shall be the same rate of interest as set forth in this Lease.

Lessee waives claims of damages by reason of Lessor's re-entry or repossession of the Premises due to Lessee's default. Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Premises by Lessee. A surrender must be agreed to in a writing signed by both parties. If Lessor terminates this Lease or terminates Lessee's right to possess the Premises because of a default, Lessor may hold Lessee liable for Base Rent and Additional Rent under the Lease accrued to the date the Lease terminates. Lessor may also accelerate the Base Rent (and a reasonable estimate of the Additional Rent) that would have been payable over the remainder of the Term. The present value of this accelerated rent (calculated by using a four percent (4%) discount factor) shall be immediately due and payable, reduced by the present value of any sums Lessor will receive by re-letting the Premises during the Term. Lessor shall have an obligation to mitigate damages by seeking to re-let the Premises to another party Lessee shall also be liable to Lessor for that part of the following sums paid by Lessor:

- (1) Rentals received by Lessor from such re-letting shall be applied first to the expense of reentry and taking possession of the Lease Premises; second, to the expenses of re-letting including but not limited to expenditures

for repair, renovation and alteration of the Leased Premises; third, to the payment of expenses which are the obligation of the Lessee under this Lease; and finally, toward payment of all rentals and other sums due Lessor hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rentals and other charges that may become due and payable hereunder. Should the rentals received from such re-letting during any month be less than the amount agreed to be paid that month by Lessee hereunder, Lessee shall pay such deficiency to Lessor immediately upon Lessor's demand and such deficiency shall be calculated and paid monthly. Lessor may bring an action for recovery of such monthly deficiency at any time after the same shall have arisen and the commencement of any such action shall not prejudice Lessor's right to enforce collection of subsequent deficiencies.

- (2) The actual, reasonable cost of removing and storing or disposing of Lessee's property;
- (3) The actual, reasonable cost of repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new lessee; and
- (4) Other actual, reasonable expenses (including but not limited to attorneys fees and expenses) incurred by Lessor in enforcing its remedies.

Lessee shall pay the sums due under this Paragraph 18 promptly upon receiving Lessor's invoice for such amounts.

PARAGRAPH 19. Termination. Lessee, at the termination of this Lease, shall re-deliver and surrender up to Lessor the Premises in good order and condition, ordinary, reasonable wear and tear excepted. Lessee shall call for an inspection by the Lessor upon the termination of the Lease Agreement whether voluntary or involuntary within seven (7) days following the last business day occupied to determine if the Premises have been returned in the condition required under this Lease. Lessor may waive this right, but in any case must give a written release stating that the terms of the Lease Agreement have been met in full as a condition for the security deposit to be returned.

Lessee's occupancy subsequent to expiration or termination shall be deemed to be that of a tenancy-at-will and in no event from month-to-month and it shall be subject to all terms, covenants, and conditions of this Lease applicable thereto, including, without limitation, those set forth in this holdover provision. In the event that Lessee defaults or remains in possession of the Premises or any part thereof after the expiration of the tenancy-at-will created hereby, then Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.

During the first month in which Lessee holds over, the Base Rent shall be equal to 150 percent of the monthly amount payable during the last year of the term. Thereafter, for the remainder of the period in which Lessee holds

over, the Base Rent shall be equal to one hundred fifty per cent (150%) of the monthly amount payable during the last year of the lease.

PARAGRAPH 20. Entry by Lessor. For the purpose of maintaining the Premises, Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs to the Premises. Lessor shall cooperate with Lessee's reasonable security procedures regarding access to the Leased Premises. Lessee shall have the right to designate certain areas of the Premises as Secured Areas should Lessee reasonably require such areas for the purpose of securing cash, medications, valuable property or confidential information. Lessor shall not have access to Secured Areas except in the event of an emergency or as required by law.

PARAGRAPH 21. Notices. Any notice required or permitted to be given hereunder by one part to the other shall be given by hand delivery, sent by certified mail, return receipt requested, postage prepaid with the United States Mail, or sent by nationally recognized courier service specifying delivery the next business day, addressed to the respective party to whom notice is intended to be given at the address first above given, provided that any notice to Lessee shall be simultaneously copied to Dixon & MacDonald, P.C., Attn: Scott D. MacDonald, Esq., 24901 Northwestern Hwy., Suite 200, Southfield, Michigan 48075, which shall not constitute notice. Any notice or consent required to be given by or on behalf of either party to the other shall be given in writing to the address(es) stated in the first paragraph of this Lease and shall be deemed given and effective: (a) upon signed receipt of a notice (or refusal to sign or accept such notice) sent by certified or registered mail, return receipt requested and postage prepaid; or (b) upon signed receipt of a notice (or refusal to sign or accept such notice) sent by a nationally recognized courier service specifying delivery the next business day that provides verification of receipt.

PARAGRAPH 22. Renewals. Lessee shall have the option to renew this Lease as stated in Paragraph 2 (d.) above. To exercise said option Lessee shall give notice to Lessor in writing not less than 90 days prior to the expiration of this Lease and any extension thereof. An election to renew that is given too late is void. The rental rate for the renewal periods shall be adjusted every 12 months by 100% of the increase, if any, in the Consumer Price Index, using as the base the Index as of the month of the Commencement Date and comparing said Index with the most recent available Index at time of adjustment, and the difference in the Consumer Price Index shall be the increase for the subsequent adjustment period. The Index to be used is the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, United States Cities Average, All Urban Consumers, All Items, 1982-84=100.

The option to renew may not be exercised by Lessee if Lessee is in default in performing this Lease Agreement, or has received from Lessor two or more notices to quit during the Term. If Lessee does not exercise its right to renew, the Lessor may, during normal business hours and with advance notice by email or telephone, enter the Premises for the purpose of showing it to prospective lessees.

PARAGRAPH 23. Security Deposits. Lessee has herewith deposited a security deposit as stated in Paragraph 2 (h.) above which will be held by Lessor. The security deposit will be charged for any damage, annual reconciliation of Common Area Expenses or unpaid rent. One hundred Dollars (\$100.00) shall be deducted from the security deposit if the keys are not returned.

PARAGRAPH 24. Leasehold Improvements. Leasehold improvements made by the Lessee must be approved by the Lessor prior to construction. Any improvements made, even if approved by Lessor, must be removed by the Lessee upon the expiration of the lease and the leased space returned to "White Box"¹ condition unless otherwise agreed in writing. Lessee must provide Lessor with a scaled drawing of any leasehold improvements made by Lessee prior to the commencement of the work. If Lessee fails to provide the drawing, Lessor may contract for the drawing at Lessee's expense.

PARAGRAPH 25. Estoppel Certificate: Lessee shall, at any time upon not less than ten (10) days prior written notice from Lessor, sign, acknowledge and deliver to Lessor a statement in writing which certifies to Lessor and any mortgagee, potential mortgagee, or purchaser: (1) whether this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modification and certifying that this Lease, as modified, is in full force and effect); (2) the amount of any security deposit; (3) the date to which the rent and other charges are paid in advance, if any; and (4) whether there are, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying the defaults if any are claimed. Any statement may be conclusively relied upon by any prospective purchaser of the Premises or lender to Lessor. At Lessor's option, Lessee's failure to deliver a certificate within the time shall be a material breach of this Lease or shall be conclusive upon Lessee that:

- (1) this Lease is in full force and effect, without modification except as may be represented by Lessor;
- (2) there are no uncured defaults in Lessor's performance; and
- (3) not more than one month's rent has been paid in advance or failure may be considered by Lessor as a default by Lessee under this Lease.

PARAGRAPH 26. Subordination and Attornment. Lessee shall, at any time upon not less than ten (10) days prior written notice from Lessor, execute a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in form reasonably acceptable to Lessor and Lessor's Mortgagee ("Mortgagee") which will subordinate this Lease to every mortgage that hereafter affects the land upon which the Premises are located and in which Lessee also will agree with the Mortgagee that if the Mortgagee becomes a mortgagee in possession or takes action to realize the security of the mortgage, Lessee will attorn to the Mortgagee as Lessor upon all the terms of this Lease. If Lessor elects not to execute the doc-

¹ "White Box" condition is: (1) Demising walls dry walled, taped, sanded and painted, all holes repaired. (2) All interior partition walls, except for the mechanical and toilet room walls, removed together with all electric, plumbing and mechanical systems located in the interior partition walls; (3) Clean concrete floor (4) HVAC systems fully functional (5) Acoustical ceiling grid and pads in place throughout the suite. This work may require Lessee to obtain a Removal Permit from the City.

uments referred to in the previous sentence as agent or attorney of Lessee and if Lessee fails to execute them or any of them after being requested by Lessor, Lessor may terminate this Lease after the expiration of fifteen (15) days' notice of its intention to do so because of Lessee's failure unless within the fifteen day (15) period Lessee executes the documents. Notwithstanding this paragraph and provided that Lessee is not in default, Lessee shall be allowed to remain in occupancy of the remaining Term.

PARAGRAPH 27. Lease Confidentiality. Lessee agrees not to disclose terms of this Lease Agreement to anyone, including to their employees; however, the Lessee may disclose such information if required by Law or court order, and to its attorneys, accountants, bankers, lenders, members, managers, officers, employees and existing or prospective financial partners provided same are advised by Lessee of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof. Lessee agrees to notify employees a Confidentiality Clause exists. Lessee may disclose terms of the Lease Agreement to Lessor's mortgagees or prospective mortgagees and to bona fide prospective purchasers of the Premises. Lessee's monthly rental shall increase shall increase by 125% of the monthly rental amount as penalty for confidentiality breach.

PARAGRAPH 28. Nuisance. Lessee agrees not to: (a) knowingly obstruct or interfere with the rights of other lessees, or injure, disturb, or annoy them or those having business with others, or conflict with the fire laws or regulations, or with any insurance policy upon the building or any part thereof, or with any statutes, rules, or regulations now existing or subsequently enacted or established by the local, state, or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Premises, or caused by Lessee or its employees, agents, invitees, and guests in the building; (b) strip, overload, damage, or deface the Premises, hallways, stairways, parking areas, or other Common Areas of the building, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (c) suffer or permit any use made of the Premises which shall be unlawful, noisy, offensive, or cause commotion or offending odor or be injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the building, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule, or regulation from time to time established by any public authority; and (d) move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate.

PARAGRAPH 29. Compliance with Laws. Lessee agrees during the entire term of the Lease and any extension thereof, to conform to municipal and State ordinances affecting Lessee's use of the Premises and will hold the Lessor harmless from penalty, damage or other charges imposed for any violation of said ordinances or laws; whether occasioned by Lessee's neglect or by any agent in Lessee's employ or by any persons contracting with Lessee.

PARAGRAPH 30. Headings. The headings which are used following the number of each paragraph are so used only for convenience in locating various provisions of this Lease and shall not be deemed to affect the interpretation or construction of such provisions.

PARAGRAPH 31. Complete Agreement and Amendments. This Lease Agreement constitutes the complete terms and agreement between Lessor and Lessee. There are no unwritten modifications or understandings. This Agreement can be amended or modified only by written agreement signed by both parties.

PARAGRAPH 32. Advice of Counsel. The Lessor and Lessee herewith acknowledge that Ben M. Muller Realty Co., Inc., agent for Lessor, has recommended that the parties to this Lease Agreement retain an attorney to advise them as to all aspects of this transaction. Upon signing of this Lease Agreement, the Lessor and Lessee agree to hold Ben M. Muller Realty Co., Inc. and its' agents harmless from any claims arising from this transaction.

PARAGRAPH 33. Litigation. Lessor and Lessee do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of in any way connected with this Lease, Lessee's use or occupancy of the Premises, or any claim of injury or damage or both. Lessee shall not interpose any counterclaim whatsoever in any proceeding initiated by Lessor for nonpayment of any Base or Additional Rent; provided, however, that the foregoing shall not constitute a waiver of Lessee's right to bring a separate action for any claim Lessee may have, but such separate claim shall not be joined or consolidated with such Lessor-instituted proceedings. In any action, proceeding, or counterclaim brought by any party to this Lease, upon any matters whatsoever arising out of or in any way connected with this Lease, the prevailing party, as determined by the court, shall be entitled to recover from the non-prevailing part, all costs and expenses, including, but not limited to reasonable attorneys fees and expenses, incurred by the prevailing party in any such action or proceeding.

PARAGRAPH 34. Waiver of Trial by Jury. The parties hereby waive Trial by Jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Lessor commences any proceedings for dispossession or possession of the Premises or for non-payment of rent, additional rent or any other sum due from Lessee hereunder, Lessee will not interpose any counterclaim or crossclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in any separate action brought by Lessee. However, Lessee shall not move to consolidate any such action with any action brought by Lessor against Lessee for Dispossession or possession of the demised Premises or for non-payment of rent.



IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the day and year first above written.

Lessor:

Knapp's Corner Shops, L. L. C.;
by Ben M. Muller Realty Co., Inc., Member
Knapp's Corner Federal I.D. Number:

Witnessed By:

Erika Hene

M.B.M.

By: Mark B. Muller
Its: President

Lessee:

LRX Grand Rapids, LLC
Lessee - d/b/a:Light RX

Witnessed By:

[Signature]

[Signature]

By: Richard C. Morgan
Its: President

The undersigned Guarantor hereby guarantees Lessee's faithful and timely performance of all covenants and conditions arising during the Initial Base Term of this Lease.

Guarantor:

Body Contour Ventures, LLC

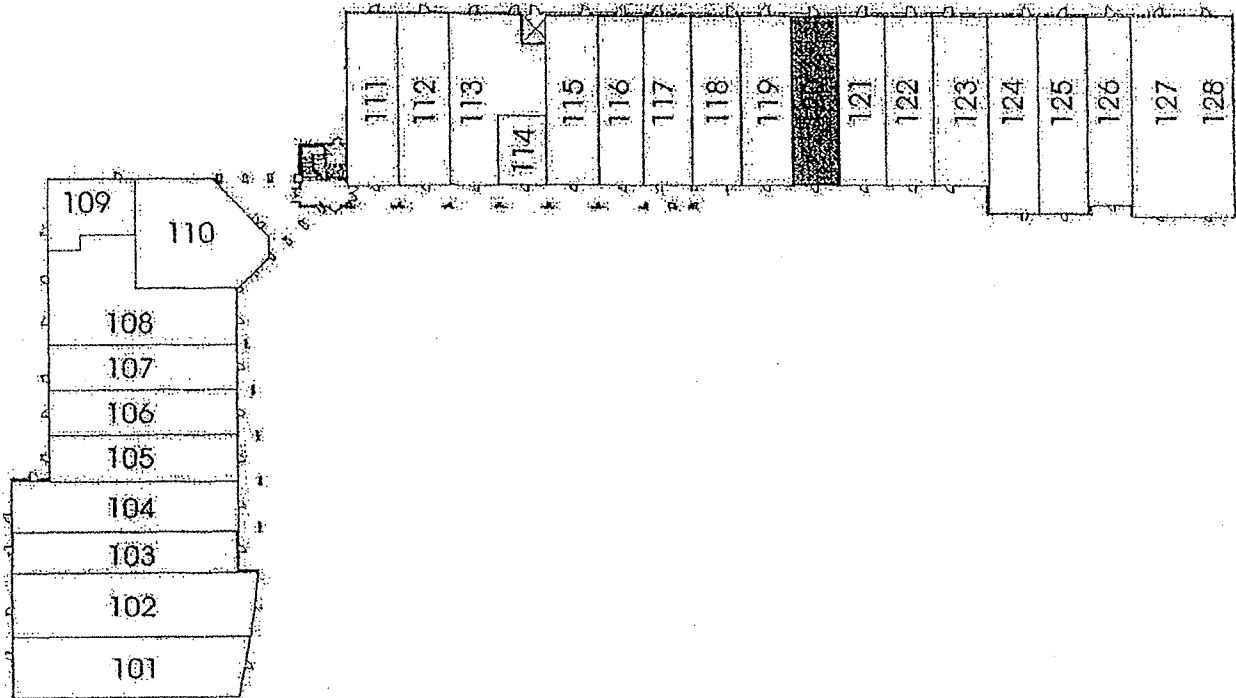
Witnessed By:

[Signature]

[Signature]

By: Richard C. Morgan
Its: President

EXHIBIT A
Premises – Suite 120





DECLARATION OF RESTRICTIONS

Prohibited Commercial Activities

Without the prior written consent of Knapp's Corner Shops, L.L.C. (or its successors or assignees as Lessor of the Property), which may be given or withheld in its sole and absolute discretion, no part of the Property shall be used for:

- (a) drug store of any kind; prescription pharmacy; sale of liquor in package form, including without limitation beer, wine and ale; grocery store; supermarket; supercenter; combination food and general merchandise store; any discount retail facility exceeding 30,000 square feet under one roof; department store; warehouse club; wholesale club; gas station; used car lot; bar; tavern or an amusement or recreation establishment, including without limitation a pool hall, bowling alley, massage parlor, game center, theater, play house, night club, movie theater, adult book store, or establishment featuring a male or female revue; any combination to; or parking to support, any or all of the foregoing prohibited uses.
- (b) a bank, savings and loan association, financial institution, or other enterprise which has as its principle business the making of loans, or the offering of banking services or financial services; or
- (c) an automated teller machine or other electronic or computer device or equipment principally providing banking services or financial services. Notwithstanding anything to the contrary contained in this Paragraph, none of the restrictions contained herein shall be construed so as to prohibit:
 - i. credit card, debit card and other electronic transactions performed or conducted for the payment of goods or services sold or provided at Knapp's Corner Shops and Offices for the benefit of the customers of the owners or lessees of Knapp's Corner Shops and Offices; or
 - ii. any business from utilizing or developing any electronic or similar device which at the time of such deployment or use is widely used among other non-banking/financial institutions;
 - iii. for or by a stock broker or stock brokerage company, an insurance agent or insurance agency (other than State Farm), an insurance underwriter or insurance underwriter company, or any other business or activity that is not a bank or a savings and loan association as defined in subparagraph 2 (b) above, and which is not engaged, as its primary business, in the making of loans, or the offering of banking services or financial services.
- (d) any other business or service which is generally recognized as being a financial or banking business or service, and which is being conducted on the Fifth Third Parcel as of the date that a sale contract, lease or other agreement is executed which permits such use at Knapp's Corner Shops and Offices (a "Permitted Banking Use"); provided; however, that such Permitted Banking Use may subsequently be conducted on the Fifth Third Parcel; and provided further, that if such Permitted Banking Use is subsequently conducted on the Fifth Third Parcel, and ceases to be conducted at Knapp's Corner Shops and Offices it shall not be permitted again at Knapp's Corner Shops and Offices unless and until it ceases to be made on the Fifth Third Parcel. For purposes of this subparagraph, a temporary cessation of such Permitted Banking Use at Knapp's Corner Shops and Offices shall not be deemed to be a cessation of such use of purposes of this subparagraph. All terms and provisions of the Declaration not inconsistent with this partial waiver remain in full force and effect with respect to the Knapp's Corner Shops and Offices Parcel, and all terms and provisions of the Declaration with respect to all other portions of the Knapp's Corner Shops and Offices Parcel remain in full force and effect unaffected by this partial waiver;
- (e) any restaurant larger than 4,865 square feet;

Ben Muller Realty Company

- (f) a salon cutting hair for a price under \$20.00. Any lessee may perform haircuts in excess of \$20.00. Other hair salons in the center can perform children's haircuts under \$20.00, provided that such a haircut is not less than \$15.00;
- (g) any hair salon that cuts hair in excess of \$25.00;
- (h) the sale of Chinese food;
- (i) the sale of nuts and chocolates unless the combined sales of these items by another Lessee constitutes less than 25% of that Lessee's net sales;
- (j) a shipping and packaging service;
- (k) except only for Excluded Lessees, the sale of eyeglasses, sunglasses, contact lenses, and the provision of optometric and ophthalmological practice and procedures; prescribing, selling and fitting of hearing aids; and operation of optical finish and surface lab (including the grinding of lenses and any other means for the fabrication of lenses or glasses). Excluded Lessees means lessees of the Center engaged in the sale of non-prescription sunglasses (but in no other portion of the Permitted Use), provided however that such lessees use no more than ten percent of their floor area (but not to exceed 200 square feet) to engage in such sales or that occupy space pursuant to leases executed before the Reference Date (12/2/2008);
- (l) a tanning salon;
- (m) the operation of a business in which alcoholic beverages are sold for consumption off the premises; a cocktail lounge, bar, disco, bowling alley, skating rink, adult book store, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand stores, auction house, any use which creates a nuisance.
- (n) Skilled and unskilled health care services.
- (o) the sale of a full service grooming, daily care, training, fitness, and general well being of animals limited to dogs, cats, and other pets;
- (p) a boot camp fitness facility;
- (q) yoga classes and instruction



EXHIBIT C

Lessor's Work

Lessor's Work at Lessor's Expense:

None

Lessor's Work at Lessee's expense:

None

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: (25783203)
 Knapp's Corner Shops, LLC
 1971 E. Beltline Ave NE, STE 240
 Grand Rapids, MI 49525

Claim No: 135
Original Filed Date: 07/01/2019
Original Entered Date: 07/01/2019

Status:
Filed by: CR
Entered by: Randall J. Groendyk
Modified:

Amount claimed: \$94882.61

History:

[Details](#) [135-1](#) 07/01/2019 Claim #135 filed by Knapp's Corner Shops, LLC, Amount claimed: \$94882.61 (Groendyk, Randall)

Description: (135-1) Guarantee of LRX to Grand Rapids lease

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*	\$94882.61
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		