

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
 9/20/2019
 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>Boulevard & Co., LLC</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?	Where should notices to the creditor be sent? <u>Boulevard & Co., LLC</u> Name 333 West 17th St. Ste.280 Royal Oak, MI 48067 Contact phone <u>4155963127</u> Contact email <u>mac@boulevardusa.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Contact phone _____ Contact email _____
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>624000.00</u></p> <p>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input 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><u>Investment banking engagement</u></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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</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 9/20/2019
MM / DD / YYYY

/s/ Alois Gerlach

Signature

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

Name Alois Gerlach
First name Middle name Last name

Title Managing Director

Company Boulevard & Co LLC

Address 333 West Seventh Street, Suite 280
Identify the corporate servicer as the company if the authorized agent is a servicer
Number Street
Royal Oak, MI 48067
City State ZIP Code

Contact phone 4155963127 Email mac@boulevardusa.com

Rich Morgan
President
Body Contour Ventures, LLC
34405 W. 12 Mile Road, Suite 200
Farmington Hills, MI 48331

April 1, 2018

Dear Rich:

On behalf of Boulevard & Co, LLC (“Boulevard”) we wish to thank you for the opportunity to submit this letter agreement (this “Agreement”) for Corporate Finance services to Body Contour Ventures, LLC and its subsidiaries, affiliates, successors and assigns, collectively as used in this Agreement, “you”, “your” or the “Company”. This Agreement contains the terms upon which we will provide corporate finance services about a transaction by the Company outside of the ordinary course of business of the Company (a “Transaction”), including, without limitation, a financing, including without limitation, any senior debt facility, subordinated debt or mezzanine facility, convertible debt facility, equity investment, or other similar transactions. Pursuant to this Agreement you hereby engage us as your exclusive financial advisor in connection with one or more Transactions.

Services and Approach

As your Financial Advisor, Boulevard will take the lead role and will work with you and your team to prepare descriptive information, identify potential parties to a Transaction (such as financing sources, investors, partners), contact such parties, conduct financial analysis, circulate information, negotiate and structure the proposed Transaction, evaluate Transaction alternatives, and coordinate due diligence on behalf of the Company on an as-needed basis.

If we are asked to provide other services not specifically contemplated above, we and you will, acting reasonably and in good faith, enter into a separate agreement covering such additional services to be rendered and the compensation associated with such services.

Fees and Timing

In consideration for these services, you will pay us a fee per month of the engagement Term as follows (“Engagement Fee”):

Financing: \$12,000 per month

Payment of the first month's Engagement Fee is due upon execution of this letter and thereafter the Engagement Fee will be paid in advance, on a monthly basis, on the 1st business day of each calendar month. In addition, the Company agrees to reimburse Boulevard for its out-of-pocket expenses, which include but are not limited to shipping, printing, copying, teleconference and database fees, and pre-approved travel relating to the services rendered under this Agreement. These out-of-pocket expenses may be invoiced separately or as part of Boulevard's monthly invoice and payment is due upon receipt. These out-of-pocket expenses shall not exceed \$2,500 per month without prior approval from the Company.

If, during the term of this Agreement, or within twenty-four (24) months after the termination of this Agreement, you (1) conclude a Transaction, or (2) enter into an agreement to consummate a Transaction (which Transaction is subsequently consummated), you will pay us a Transaction Fee (the "Transaction Fee") at closing as follows:

Financing

- Four percent (4.0%) of any debt financing Commitment
- Six percent (6.0%) of any Commitment for the sale of common stock, preferred stock, warrants, convertible interest, or other equity or equity-linked interest
- Minimum Financing Transaction Fee of \$300,000 per Transaction

By way of clarification, "Commitment" includes without limitation, all amounts advanced/invested, or deemed advanced/invested to or for the account of Company by a lender, investor or similar financing source, as well as the maximum amount a lender, investor or similar financing source is or may be obligated to advance/invest to or for the account of Company in the future, even if such future advances/investments are subject to future conditions.

In the event that you become entitled to receive any "break-up" termination or similar fee or payment (a "Break-up Fee") in connection with any agreement to effect a Transaction, then you will pay us in cash an additional fee equal to 20% of the amount of such Break-up Fee, payable promptly upon your receipt of such Break-up Fee.

Any Transaction Fee or Engagement Fee payment, once paid by the Company shall be deemed to be an acknowledgement by the Company that such services, for which such payment has been made, have been fully and satisfactorily performed by us. Any amounts due but not paid when due will bear interest at the rate of 12% per annum.

You agree to provide us and our representatives access to and copies of all documents and agreements relating to a Transaction so that we can verify the determination of Transaction Value and our Transaction Fee.

Term

The initial term of this agreement shall be for a period of three (3) months. Upon expiration of the term or any subsequent renewal term of this Agreement, this Agreement shall

automatically renew for consecutive one (1) month periods, unless terminated in writing by either party any time prior to the expiration date. Boulevard may terminate this Agreement at any time. In the event of such termination, you agree to promptly pay Boulevard all of its outstanding invoices and reimbursable out-of-pocket expenses incurred up to that point. Notwithstanding the expiration or termination of this Agreement, the provisions of this letter and the schedules hereto concerning indemnification, contribution, legal matters and the Company's obligations to pay Boulevard's fees and reimburse Boulevard's expenses shall survive and remain in effect.

Non-Solicitation

The Company acknowledges the importance of Boulevard's retention of key personnel. Accordingly, the Company agrees that during the term of this Agreement, and for a period of two years after its termination, the Company will not directly or indirectly solicit for employment or hire any employee of Boulevard without the prior written consent of Boulevard. If Boulevard grants permission, and the individual becomes an employee of the Company, the Company agrees to pay Boulevard a fee equal to the individual's compensation for the prior full twelve (12) month period.

Dispute Resolution

In the event of disputes between the parties with respect to this Agreement or its performance, such disputes shall be resolved by and through an arbitration proceeding to be conducted under the auspices of the American Arbitration Association (or any like organization successor thereto) (the "AAA") in Michigan, before a single arbitrator who shall be selected by the parties in accordance with the rules of the AAA. Both the foregoing Agreement of the parties to arbitrate any and all such claims, and the results, determination and finding, judgment, and/or award rendered through such arbitration, shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. The cost of any arbitration and of each party's attorneys, witnesses and experts in connection with such arbitration shall be borne as allocated by the arbitrator.

Other

The Company will not be obligated to accept any offer presented to it and the decision to close any Transaction shall be in the sole discretion of the Company and its shareholders. If, during the period of the engagement of Boulevard hereunder, the Company or any of its officers is contacted by or on behalf of any party concerning the possibility of a Transaction, the Company will promptly inform Boulevard in order that Boulevard can evaluate such party and its interest and assist the Company in any subsequent discussions. All communication with such party will be exclusively conducted through Boulevard.

You will indemnify us in accordance with the terms set forth on Exhibit A which is part of this Agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, this Agreement may be assigned by Boulevard to another financial institution for regulatory compliance purposes.

In accordance with the requirement of the USA Patriot Act (Title III of Pub. L. 107-56), we are required to obtain, verify and record information that identifies our clients, including you, which information may include your name and address, corporate or company information, as well as other information that will allow us to properly identify our clients.

You agree that, upon completion of a Transaction, we have the right to advertise on our website and other marketing material, as well as place advertisements in financial and other newspapers and journals at our own expense, describing our services to you hereunder, provided that we will submit an initial copy of such advertisement for your approval, which you agree not to unreasonably withhold or delay.

This Agreement shall be interpreted under and governed by the laws of the State of Michigan without regard to principles of conflict of laws.

This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

{Signature page to follow}


If the above correctly describes the agreement between the Company and Boulevard, LLC, please sign and return a copy of this Agreement.

Sincerely,

Boulevard & Co, LLC

Agreed and Accepted by **Body Contour Ventures, LLC.** and by its duly authorized representative:

Signed: Marco Eadie

Signed: 

By: Marco Eadie

By: RICHARD MORGAN

Managing Director

Its duly authorized: PRESIDENT

Dated: 4-1-2018

Dated: 4/1/18

EXHIBIT A
Indemnification

In the event that Boulevard or its affiliates or any of its or its affiliates' respective current or former principals, directors, officers, partners, members, managers, agents, representatives, consultants, or employees (including any person controlling Boulevard or any of Boulevard's affiliates) (collectively, "the Boulevard Indemnified Parties") becomes involved in any capacity in any actual or threatened action, claim, suit, investigation or proceeding (an "Action") arising out of, related to or in connection with this Agreement or any matter referred to herein, the Company will reimburse such Boulevard Indemnified Party for the reasonable out-of-pocket costs and expenses (including counsel fees) of investigating, preparing for and responding to such Action or enforcing this Agreement, as they are incurred. The Company will also indemnify and hold harmless any Boulevard Indemnified Party from and against any losses, claims, damages or liabilities, joint or several (collectively, "Losses") (A) related to or arising out of oral or written statements or omissions made or information provided by the Company or its agents or (B) otherwise arising out of, related to or in connection with this Agreement or Boulevard's performance thereof, including, without limitation, any liability related to or resulting from any information provided by the Company that is inaccurate in any respect as a result of misrepresentation, omission, failure to update or otherwise, regardless of whether the Boulevard Indemnified Party knew or should have known of such inaccuracy, except that this clause (B) shall not apply to Losses that are finally judicially determined to have resulted primarily and directly from the willful misconduct or gross negligence of such Boulevard Indemnified Party.

If such indemnification or limitation on liability are for any reason not available or insufficient to hold a Boulevard Indemnified Party harmless, the Company agrees to contribute to the Losses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and by Boulevard, on the other hand, with respect to this Agreement or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect the relative benefits and relative fault of the Company on the one hand and of Boulevard on the other hand, and any other equitable considerations; provided, however, that, to the extent permitted by applicable law, in no event shall the Boulevard Indemnified Parties be responsible for amounts that exceed the fees actually received by Boulevard from the Company in connection with this Agreement. Relative benefits to the Company, on the one hand, and Boulevard, on the other hand, with respect to this Agreement shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid or received or proposed to be received by the Company or its security holders, as the case may be, pursuant to the Transaction, whether or not consummated, bears to (ii) the fees actually received by Boulevard in connection with this Agreement.

The Company agrees that no Indemnified Party will have any liability (whether in contract, tort, or otherwise) to the Company or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses the Company incurs which have been finally judicially determined to have resulted primarily

and directly from actions taken or omitted to be taken by such Indemnified Party due to such person's willful misconduct or gross negligence. In no event, regardless of the theory advanced, will any Indemnified Party be liable for any consequential, indirect, incidental, special or punitive damages of any nature. The Company's indemnification, reimbursement, exculpation and contribution obligations in this Exhibit A will be in addition to any rights that any Indemnified Party may have at common law or otherwise.

The Company will not, without Boulevard's prior written consent (not to be unreasonably withheld), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate (a "Settlement") any Action in respect of which indemnification is or may be sought hereunder (whether or not a Boulevard Indemnified Party is a party thereto) unless such Settlement includes a release of each Boulevard Indemnified Party from any Losses arising out of such Action. The Company will not permit any such Settlement to include a statement as to, or an admission of, fault or culpability by or on behalf of a Boulevard Indemnified Party without such Boulevard Indemnified Party's prior written consent. No Boulevard Indemnified Party seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent (not to be unreasonably withheld), agree to the Settlement of any Action.

Prior to effecting any proposed sale, exchange, dividend or other distribution or liquidation of all or substantially all of its assets or any significant recapitalization or reclassification of its outstanding securities that does not explicitly or by operation of law provide for the assumption of the obligations of the Company set forth herein, the Company will notify Boulevard in writing of its arrangements for the Company's obligations set forth herein to be assumed by another creditworthy party (for example through insurance, surety bonds or the creation of an escrow) upon terms and conditions reasonably satisfactory to the Company and Boulevard.

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:**
Trustee: **Last Date to file (Govt):** 09/30/2019
Creditor: (25821315) **Claim No:** 150 *Status:*
 Boulevard & Co., LLC *Original Filed* *Filed by:* CR
 333 West 17th St. Ste.280 *Date:* 09/20/2019 *Entered by:* ePOC
 Royal Oak, MI 48067 *Original Entered* *Modified:*
 Date: 09/20/2019

Amount claimed: \$624000.00

History:

[Details](#) [150-1](#) 09/20/2019 Claim #150 filed by Boulevard & Co., LLC, Amount claimed: \$624000.00 (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*	\$624000.00
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		