

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:

Joseph Berenholz, MD, PLLC

Debtor.

Case No. 17-46667-mlo

Chapter 11

Hon. Maria Oxholm

**DEBTOR’S MOTION TO SELL EQUIPMENT, PURSUANT TO 11 U.S.C. §363, FREE
AND CLEAR OF LIENS, CLAIMS AND INTERESTS, AND FOR RELATED RELIEF
WITH LIENS TO ATTACH TO PROCEEDS**

The above-captioned debtor hereby moves the Court (this “Motion”) for the entry of an order, for the sale of all of its equipment and related goods, as listed in the attached Exhibits (the “Equipment”) (“Asset or Assets”) to Ronald Rohloff or an entity to be formed by him (“Purchaser”), for a total of \$82,500, free and clear of all other liens, claims, encumbrances and other interests and other related relief with the liens to attach to proceeds. In support of this Motion, the Debtor respectfully states as follows:

1. The current offer for \$82,500 is the highest offer for the Assets and the Debtor’s secured lender has consented to the sale.
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The statutory bases for the relief requested herein are sections 105(a), 363 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”), and Rules 2002, 6004(g), 6006(d) and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of the Bankruptcy Court for the Eastern District of Michigan (the “Local Rules”).

5. By this Motion, the Debtor seeks authority to sell the Asset to the Purchaser free and clear of liens, claims, encumbrances and other interests with liens to attach to proceeds. The Debtor further requests that the Court waive the 14 day automatic stay of the sale, imposed under Bankruptcy Rule 6004(g).

Basis for Relief

I. Approval of the Proposed Sale Is Appropriate and in the Best Interests of the Debtor's Estate and Its Creditors.

6. The Debtor has determined that the sale of the Asset to the Purchaser will enable the Debtor to obtain the highest and best offer for the Asset and is in the best interests of the Debtor, its estate and creditors.

A. The Sale of the Asset Pursuant to the Sale is Authorized by Section 363 as a Sound Exercise of the Debtor's Business Judgment.

7. Section 363(b) of the Bankruptcy Code provides, in relevant part, that “the trustee, after notice and a hearing, may [sell], . . . other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). A court has the statutory authority to authorize a debtor to sell property of the estate pursuant to section 363(b)(1) of the Bankruptcy Code when such sale is an exercise of the debtor's sound business judgment and when the sale of the property is proposed in good faith. Stephen Indus., Inc. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986) (adopting the “sound business purpose” standard for sales proposed pursuant to section 363(b)(1)); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991); In re Lionel Corp., 722 F.2d 1063, 1070 (2d Cir. 1983); see also Fulton State Bank v. Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (a debtor's decision must be supported by “some articulated business justification”); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999); In re Ernst Home Center, Inc., 209 B.R. 974, 979 (Bankr. W.D. Wash. 1997).

8. Under section 363(b), a debtor has the burden to establish that it has a valid business purpose for using estate property outside the ordinary course of business. See Lionel, 722 F.2d

at 1070-71. Once the debtor has articulated such a valid business purpose, however, a presumption arises that the debtor's decision was made on an informed basis, in good faith and in the honest belief that the action was in the debtor's best interest. See In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). A party in interest seeking to challenge the debtor's valid business purpose must "produce some evidence supporting its objections." Montgomery Ward, 242 B.R. at 155.

9. The Debtor has proposed the sale of the Asset after thorough consideration of all viable alternatives and has concluded that such sale is supported by a number of sound business reasons, including that a sale of the Debtor's assets will maximize value.

10. The Debtor also believes that the value of the consideration to be received for the Asset is fair and reasonable. The Debtor submits that the Sale constitutes the highest and best offer for the Asset and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative.

11. Accordingly, the Debtor's determination to enter into the transaction is a valid and sound exercise of its business judgment.

B. The Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code for a Sale Free and Clear of Liens, Claims, Encumbrances and Other Interests other than as to liens to taxing authorities.

12. This Court has authority to authorize the sale of the Asset free and clear of liens, claims, encumbrances and other interests with liens to transfer to proceeds. See 11 U.S.C. § 363(f). Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property free and clear of any lien, claim or interest of an entity in such property if, among other things:

- applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- such entity consents;
- such interest is a lien and the price at which the property is sold is greater than all liens on such property;

- such interest is in bona fide dispute; or
- such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will be sufficient to permit the sale of the Asset free and clear of liens, claims, encumbrances and other interests.

13. The Debtor believes that one or more of the tests of section 363(f) are satisfied with respect to the transfer of the Asset. In particular, the Debtor believes that at least section 363(f)(2) will be met in connection with the Sale because each of the parties holding liens, claims, encumbrances and other interests on the asset, if any, will consent, or absent any objection to this Motion, will be deemed to have consented to, the sale.

14. Any lienholder also will be adequately protected by having its liens, claims, encumbrances and other interests, if any, attach to the sale proceeds received by the Debtor for the sale of the Asset to the Purchaser in the same order or priority and with the same validity, force and effect that such creditor had prior to such sale, subject to any claims and defenses that Debtor and its estate may possess with respect thereto.

15. Section 363(f) of the Bankruptcy Code is satisfied in such instance because all holders of liens, claims, encumbrances and other interests could be compelled to accept a money satisfaction of its liens in legal or equitable proceedings in accordance with section 363(f)(5) of the Bankruptcy Code. Such legal or equitable proceedings include proceedings to confirm a plan of reorganization, under which the holder of a lien may be compelled to accept payment in satisfaction of its lien pursuant to section 1129(b)(2)(a) of the Bankruptcy Code. Accordingly, section 363(f) authorizes the sale of the Asset free and clear of any liens, claims, encumbrances and other interests.

C. The Purchaser Is a Good Faith Purchaser and Is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code, and the Transfer and Sale of the Asset Does Not Violate Section 363(n).

16. Under section 363(m), the reversal or modification on appeal of an authorization of the sale of property pursuant to section 363 does not affect the validity of such sale to an entity that purchased the property in good faith. See 11 U.S.C. §363(m). As the transaction has been negotiated at arm's-length and in good faith, the Purchaser is entitled to the full protections of section 363(m). A party would have to show fraud or collusion between the buyer and the debtor in possession or trustee or other bidders in order to demonstrate a lack of good faith. See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.), 111 F.3d 269, 276 (2d Cir. 1997) (“[t]ypically, the misconduct that would destroy a [buyer]’s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders”); see also In re Angelika Films, 57th, Inc., 1997 WL 283412, at *7 (S.D.N.Y. 1997); In re Bakalis, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998).

17. The Debtor and the Purchaser have engaged in arm’s length negotiations over the terms of the sale, and there has been no fraud or collusion in those negotiations.

18. Further, the transaction contemplated by the Sale does not constitute an avoidable transaction pursuant to section 363(n). Under section 363(n), a debtor-in-possession may avoid a sale “if the sale price was controlled by agreement among potential bidders at such sale.” No party to the negotiations of the Sale, including the Debtor , believes that there is any indication of collusion among potential bidders in the instant circumstances. Accordingly, the Purchaser should receive the protections afforded good faith purchasers under section 363(m).

II. Cause Exists to Modify the Stay Imposed By Bankruptcy Rules 6004(g).

19. Bankruptcy Rule 6004(g) provides that “an order authorizing the sale . . . of property . . . is stayed until expiration of 14 days after entry of the order, unless the court orders

otherwise.” Fed. R. Bankr. P. 6004(g). Additionally, assuring that the sale closes promptly, it will maximize value to be distributed. Therefore, the Debtor believes that “cause” exists for modification of the time periods set forth in Bankruptcy Rules 6004(g) and 6006(d).

20. Purchaser wishes to close as soon as possible.

Notice

24. Notice of this Motion has been given to the Debtor’s matrix.

No Prior Request

25. No prior requests for the relief requested have been made.

WHEREFORE, the Debtor respectfully request the entry of an order, substantially in the form attached hereto (a) authorizing and directing the Debtor to consummate the sale of the Asset, free and clear of all liens, claims, encumbrances and other interests, (b) waiving the stay of the sale, under Bankruptcy Rule 6004, (c) granting such other and further relief as is just and proper.

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

DATED: 8/9/2017

EXHIBIT A
Proposed Order

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:

Joseph Berenholz, MD, PLLC

Debtor.

Case No. 17-46667-mlo

Chapter 11

Hon. Maria Oxholm

_____ /

**ORDER GRANTING
DEBTOR'S MOTION TO SELL EQUIPMENT, PURSUANT TO 11 U.S.C. §363,
FREE AND CLEAR OF LIENS, AND FOR RELATED RELIEF WITH LIENS TO
ATTACH TO PROCEEDS**

Upon the motion (the "Motion") of the above-captioned Debtor ("Seller") and Ronald Rohloff or an entity to be formed by him ("Purchaser"), to purchase the Equipment and related goods as described in the underlying Motion (the "Equipment" or "Asset" or "Assets") for a total of \$82,500, to the Purchaser free and clear of liens , claims, encumbrances and other interests, with liens, claims, encumbrances and other interests to transfer to proceeds in the order of their priority (the "Sale"), and waiving the stay imposed by Bankruptcy Rule 6004(g); and granting certain other related relief; it appearing that the relief requested is in the best interest of the Debtor's estate, its creditors and other parties in interest; it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157; it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY FOUND AND CONCLUDED THAT:

A. Good and sufficient reasons for approval of the Sale to the Purchaser have been articulated, and the relief requested in the Motion is in the best interests of the

Debtor, its estate, its creditors and all other parties in interest. The Debtor has demonstrated both: (a) good, sufficient and sound business purposes and justification; and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code. The transaction was negotiated and entered into in good faith and from arm's length bargaining positions. The Debtor's efforts to market the Asset for sale were good and sufficient under the circumstances. The Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby.

The consideration provided by the Purchaser: (a) is fair and reasonable; (b) is the highest and best offer for the Asset; (c) will provide a greater recovery for the Debtor estates than would be provided by any other practical, available alternative; and (d) constitutes reasonably equivalent value and fair consideration for the Asset.

B. The form and manner of notice of the Sale of the Asset were appropriate in all respects.

C. "Cause" exists to waive and modify the stay of the Sale authorized by this Order imposed by Bankruptcy Rule 6004(g),

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted in its entirety.
2. The Sale, and the transactions contemplated thereby are approved.
3. The Debtor is authorized and directed to sell the Asset to the Purchaser free and clear of all liens, claims, encumbrances and other interests pursuant to section 363(f) of the Bankruptcy Code, with all such liens, claims, encumbrances and other interests attaching only to the sale proceeds in the same validity, extent and priority as

immediately prior to the transaction, subject to any rights, claims and defenses of the Debtor and other parties in interest.

4. The transfer of the Asset to the Purchaser shall be, and hereby is deemed to be, a legal, valid and effective transfer of the assets, and vests with or will vest in the Purchaser all right, title and interest of the Debtor in the Asset, free and clear of liens, mortgages, security interests, conditional sales or other title retention agreements, pledges, claims, judgments, demands and encumbrances, including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtor's or the Purchaser's interests in the Asset (collectively, the "Liens") with all such Liens attaching only to the sale proceeds in the same validity, extent and priority as immediately prior to the transaction, subject to any rights, claims and defenses of the Debtor and other parties in interest.
5. Any objections to the entry of this Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits with prejudice.
6. The Debtor is authorized and directed to (a) execute, deliver, perform under, consummate and implement the Sale, collectively with all additional instruments and

documents that may be reasonably necessary or desirable to implement the Sale, and (b) take all further actions as may be requested by the Purchaser for the purpose of transferring the Asset to the Purchaser or as may be necessary or appropriate to the performance of the obligations contemplated by the Sale.

7. This Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Asset or a bill of sale transferring good and marketable title in the Asset to the Purchaser. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale.
8. This Order: (a) is and shall be effective as a determination that all interests and claims of any kind or nature whatsoever existing as to the Asset as of the closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all

other persons and entities who may be required by operation of law, the duties of its office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Asset.

9. Upon the entry of this Order, the Purchaser shall be entitled to protection under section 363(m) of the Bankruptcy Code. The transactions contemplated are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal.
10. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, and of any agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) resolve any disputes arising under or related to the Sale, except as otherwise provided therein; and (b) interpret, implement and enforce the provisions of this Order.
11. Debtor's creditors are authorized and directed on or before the closing to execute such documents and take all other actions as may be necessary to release their interests in or claims against the Asset, if any, as such interests or claims may have been recorded or otherwise exist.

12. All of the provisions of this Order are nonseverable and mutually dependent.
13. Notwithstanding the provisions of Fed. R. Bankr. P. 6004(g) and Rule 62(a) of the Federal Rules of Civil Procedure, this Order shall not be stayed for 14 days after the entry hereof, but shall be effective and enforceable immediately upon entry hereof.
14. This Order shall be binding upon and inure to the benefit of any successors or assigns of the Debtor and the Purchaser, including any trustee appointed in any of the Debtor's bankruptcy cases for any of the Debtor's bankruptcy estates, whether appointed under chapter 11 or in a subsequent case under chapter 7 of the Bankruptcy Code, or any examiner hereafter appointed for any of the Debtor's bankruptcy estates.
15. At the closing, the proceeds shall be paid to Debtor's secured lender, Ascentium Capital.
16. Any secured claimants rights to credit bid shall be preserved.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:

Joseph Berenholz, MD, PLLC

Debtor.

Case No. 17-46667-mlo

Chapter 11

Hon. Maria Oxholm

**NOTICE OF OPPORTUNITY TO RESPOND TO DEBTOR'S MOTION TO
SELL EQUIPMENT PURSUANT TO 11 U.S.C. §363 FREE AND CLEAR OF
LIENS, CLAIMS AND INTERESTS, AND FOR RELATED RELIEF**

PLEASE TAKE NOTICE that Debtor has filed the above-captioned motion to authorize a sale of its equipment free and clear of liens, claims and interests, and for related relief.

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The Motion is available for review at the office of the Clerk of the U.S. Bankruptcy Court for the Eastern District of Michigan, located at 211 W. Fort Street, 17th Floor, Detroit, Michigan, or may be obtained by sending a **written** request to Robert N. Bassel, Esq., at the address below.

If you do not want the Court to grant the relief sought in the motion, or if you want the Court to consider your views on the motion, within 21 days unless shortened by the Court, you or your attorney must:

1. Communicate with the Court regarding your response or an answer explaining your position, at:

United States Bankruptcy Court, 211 W. Fort Street, 17th Floor, Detroit, Michigan
You must also communicate your response to Robert N. Bassel, Esq. at the address stated below.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting the relief requested in the motion.

DATED: 8/9/2017

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
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In Re:

Joseph Berenholz, MD, PLLC

Debtor.

Case No. 17-46667-mlo

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PROOF OF SERVICE

The undersigned served, or caused to be served, copies of DEBTOR'S MOTION TO SELL EQUIPMENT PURSUANT TO 11 U.S.C. §363, FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS AND FOR RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS, Notice of Time to Respond and Proof of Service upon the following by U.S. Mail or via the ECF system which is designed to serve notice upon the following, where applicable:

Office of the United States Trustee
211 W. Fort Street, 7th Floor
Detroit, MI 48226

Matrix

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

DATED: 8/9/2017



EQUIPMENT FINANCE AGREEMENT
Agreement No. 2160786

Ascentium Capital LLC
 23970 HWY 59 N
 Kingwood TX 77339-1535
 www.AscentiumCapital.com

DEBTOR ("you" or "your"): JOSEPH BERENHOLZ, M.D., PLLC	STREET ADDRESS: 30445 NORTHWESTERN HWY, SUITE 140	CITY: FARMINGTON HILLS	STATE: MI	ZIP: 48334	SUPPLIER: See Schedule A
COLLATERAL LOCATION (if different from above): 30445 NORTHWESTERN HWY, SUITE 140, FARMINGTON HILLS, MI 48334		BUSINESS PHONE: 248-865-2229	EMAIL ADDRESS:		COLLATERAL ("Collateral"): See Schedule A

TERM (in months): 60	PAYMENT AMOUNT: 60 @ \$1,192.02
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Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.

Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA.

Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the Supplier and the Supplier is not our agent nor are we its agent. You will use the Collateral for commercial purposes only and in compliance with law.

Collateral. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.

Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.

Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 4% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.

General. This EFA shall be governed and construed under the laws of the State of New Jersey without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in New Jersey in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A facsimile of this EFA shall be the equivalent of an original. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.

By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of the Debtor.

Debtor Name: JOSEPH BERENHOLZ, M.D., PLLC	ACCEPTED BY LENDER: Ascentium Capital LLC
Signature: <i>[Signature]</i>	By: <i>[Signature]</i>

Printed Name and Title: JOSEPH BERENHOLZ, Member	Printed Name and Title: Bryan S. Wheeler Senior Vice President
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GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance of all obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Guarantor Signature: <i>[Signature]</i>	Guarantor Signature:
Printed Name: (no titles) JOSEPH BERENHOLZ	Printed Name: (no titles)

AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Lessee's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.

Bank Name:	Acct Holder Name:
Account No.:	ABA No.:
Authorized Signature:	Printed Name and Title:





ThermiGen, LLC dba Thermi
 Irving, TX 75063
 8304 Esters Blvd

Invoice

Date	Invoice #
7/28/2015	4157

Bill To
Michigan Institute of OBGYN Joseph Berenholz MD 30445 Northwestern Hwy Suite 140 Farmington Hills, MI 48334

Ship To
Michigan Institute of OBGYN Joseph Berenholz MD 30445 Northwestern Hwy Suite 140 Farmington Hills, MI 48334

P.O. Number	Terms	Ship Date	Shipping Method	Account #
506575		8/3/2015	Ground	

Item Code	Quantity	Description	Amount
ThermiVa ThermiSmooth 20- 9:11	1	Temperature Controlled Radio Frequency Generator, Operations/Service Manual, Power Cord and Foot Pedal (new or factory certified) - To be Upgraded when available	56,900.00T
WARRANTY	1	Warranty for 1 Year on Parts and Workmanship on System	4,000.00
MKT - PB-STAND	1	Clear Plastic Stand Brochure Holder	0.00T
MKT - PB - ThermiVa Br...	2	ThermiVa Patient Brochures	0.00T
Thermi Workstation	1	Personal Workstation	4,000.00T
ThermiVA Module	1	ThermiVa Starter Module	0.00T
ThermiVa Rapid Marketi...			60,900.00
DS - ThermiVa Tool Kit	1	Jumpstart to Success 60 day Marketing Program Tool Kit	0.00T
BF - RMI - Consulting - Va	1	60 Days to Jumpstart Your Success - Practice Consulting	0.00T
DS - RMI - Radiant Life	1	Custom Radiant Life Magazine for ThermiVa	0.00T
PUS - TG-BANNER-VA	1	ThermiVa Pull-up Banner	0.00T
ThermiVa Discount	1	ThermiVa Rapid Marketing Introduction	0.00T
FREIGHT	1	Discount on the ThermiVa System	-10,430.00
		Freight	730.00
		Total sales tax calculated by AvaTax	3,069.30
		Select this as a transaction's tax to use AvaTax	0.00

Schedule A

This document constitutes all or part of the Schedule A attached to and made part of Agreement No. **2100786** solely for the purpose of identifying the property being financed under such Agreement.

Subtotal	\$58,269.30
Payments/Credits	\$0.00
Balance Due	\$58,269.30



EQUIPMENT FINANCE AGREEMENT

Agreement No. 2171829

Ascentium Capital LLC
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

DEBTOR ("you" or "your"): JOSEPH BERENHOLZ, M.D., PLLC	ADDRESS: 30445 NORTHWESTERN HWY, SUITE 140 FARMINGTON HILLS MI 48334	TERM: 66
PAYMENT SCHEDULE: 6 @ \$29.00, 60 @ \$1,448.42		
<p>COLLATERAL: Items of personal property as generally described herein which Ascentium Capital LLC and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.</p> <p>Personal Property Description: THERMIGEN LASER</p>		
<p>Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an Interim Term ("Interim Term") and an Initial Term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.</p> <p>Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA.</p> <p>Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the supplier(s) and your supplier is not our agent nor are we their agent. You will use the Collateral for commercial purposes only and in compliance with law.</p> <p>Collateral. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.</p> <p>Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.</p> <p>Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.</p> <p>Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.</p> <p>General. This EFA shall be governed and construed under the laws of the State of California without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in California in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A facsimile of this EFA shall be the equivalent of an original. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.</p>		
<p>By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the supplier on behalf of the Debtor. The person executing this EFA is authorized to do so, making this EFA the valid and binding act of the Debtor.</p>		
Debtor Name:	JOSEPH BERENHOLZ, M.D., PLLC	Accepted By:
By:	<i>J Berenz MD</i>	<i>Joseph Berenz MD</i>
Printed Name and Title:	JOSEPH BERENHOLZ, Member	Printed Name and Title:
		Joseph Berenz MD, President
<p>GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance of all obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.</p>		
Guarantor Signature:	<i>J Berenz MD</i>	Printed Name:
		JOSEPH BERENHOLZ
Guarantor Signature:	<i>J Berenz MD</i>	Printed Name:
		JOSEPH BERENHOLZ
<p>AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.</p>		
Bank Name:	WELLS FARGO BANK	Acct Holder Name:
Account No.:	509594403	JOS BERENHOLZ MD PLLC
Authorized Signature:	<i>J Berenz MD</i>	ABA No.:
		021001255
		Printed Name and Title:
		JOSEPH BERENHOLZ MD



EQUIPMENT FINANCE AGREEMENT
Agreement No. 2158107

Ascentium Capital LLC
 23370 HWY 59 N
 Kingwood TX 77339-1535
 www.AscentiumCapital.com

DEBTOR ("you" or "your"): JOSEPH BERENHOLZ, M.D., PLLC		STREET ADDRESS: 30445 NORTHWESTERN HWY, SUITE 140	CITY: FARMINGTON HILLS	STATE: MI	ZIP: 48334	SUPPLIER: See Schedule A
COLLATERAL LOCATION (if different from above): 30445 NORTHWESTERN HWY, SUITE 140, FARMINGTON HILLS, MI 48334		BUSINESS PHONE: 248-855-2229	EMAIL ADDRESS:		COLLATERAL ("Collateral"): See Schedule A	
TERM (in months): 66			PAYMENT AMOUNT: 6 @ \$29.00 60 @ \$347.48			
<p>Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term, the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.</p> <p>Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA.</p> <p>Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the Supplier and the Supplier is not our agent nor are we its agent. You will use the Collateral for commercial purposes only and in compliance with law.</p> <p>Collateral. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.</p> <p>Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.</p> <p>Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained it.</p>			<p>insurance, plus an interest charge.</p> <p>Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 4% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.</p> <p>General. This EFA shall be governed and construed under the laws of the State of New Jersey without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in New Jersey in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A facsimile of this EFA shall be the equivalent of an original. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.</p>			
By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of the Debtor.						
Debtor Name: JOSEPH BERENHOLZ, M.D., PLLC		ACCEPTED BY LENDER: Ascentium Capital LLC				
Signature:		By:				
Printed Name and Title: JOSEPH BERENHOLZ, Member		Printed Name and Title:				
<p>GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or the Supplier or any other person. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.</p>						
Guarantor Signature:		Guarantor Signature:				
Printed Name: (no titles) JOSEPH BERENHOLZ		Printed Name: (no titles)				
<p>AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Lessee's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.</p>						
Bank Name:		Acct Holder Name:				
Account No:		ABA No:				
Authorized Signature:		Printed Name and Title:				

251-9213531



Invoice

BTL Industries, Inc
 47 Loring Dr
 Framingham, MA 01702
 Phone (866) 285-1656 Fax (888) 499-2502
 www.btl.net.com info@btl.net.com

Date	Invoice #
6/24/2015	2604

Bill To
Michigan Institute of Ob/Gyn 30445 NW Highway Suite 140 Farmington Hills, MI 48334

Ship To

P.O. Number	Rep	Ship	Via
	UeckB	6/15/2015	

Quantity	Item Code	Description	Price Each	Amount
1	VANQUISH FLEX..		13,750.00	13,750.00T
	Affordable Care Act		316.25	316.25T
		Sales Tax	6.00%	843.98
Schedule A This document constitutes all or part of the Schedule A attached to and made part of Agreement No. <u>25819</u> solely for the purpose of identifying the property being financed under such Agreement.				
			Total	USD 14,910.23



**EQUIPMENT FINANCE AGREEMENT
No. 2129015**

Ascentium Capital LLC
23970 HWY 69 N
Kingwood TX 77339-1535
www.AscentiumCapital.com

DEBTOR:	JOSEPH BERENHOLZ, M.D., PLLC 30445 NORTHWESTERN HWY FARMINGTON HILLS, MI 48334	SUPPLIER and COLLATERAL:	See Schedule A
COLLATERAL LOCATION: 30445 NORTHWESTERN HWY FARMINGTON HILLS, MI 48334			
TERM: (In Months)	TOTAL NUMBER OF PAYMENTS:	Amount of Each Periodic Payment	
63	63	3 @ \$25.00 3 @ \$1,195.10 57 @ \$2,553.92	
<p>1. Definitions: The words "you" and "your" refer to the DEBTOR, its successors and permitted assigns, as shown above. The words "we", "us" and "our" refer to the SECURED PARTY, its successors and assigns.</p> <p>2. Acceptance; Representations & Warranties: We agree to lend to you, and you agree to borrow from us, an amount for the financing of the Collateral as defined below, for the term shown above ("Term"), which shall commence on the date of the funding ("Commencement Date") of the loan evidenced by this Equipment Finance Agreement (the "Agreement"). We shall have no obligations under this Agreement whatsoever until we accept and sign this Agreement at our office and the satisfaction in our sole discretion of all conditions we may specify including our receipt of all documents we specify and evidence satisfactory to us in the form of a telephone audit, physical inspection or otherwise that all of the Collateral has been received, is in satisfactory condition and you have accepted the Collateral for all purposes under this Agreement. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading.</p> <p>3. Security Interest: You hereby grant to us a security interest under the Uniform Commercial Code ("UCC") in the equipment and other property described or referenced above and all accessories and additions thereto and replacements thereof and all proceeds and products of the foregoing (collectively, the "Collateral"). Such security interest is granted to secure payment and performance by you of your obligations hereunder. All amounts received from you under this Agreement shall be applied towards your obligations to us as we determine.</p> <p>4. Payments: You promise to pay us the number of payments shown above, each in the amount shown above, commencing at the start of our billing cycle as specified by us in our sole discretion following the Commencement Date and continuing on the same day of each month thereafter during the Term (each a "Payment", and each day a Payment is due hereunder a "Payment Date"), without need of an invoice, together with all other amounts due from time to time by you hereunder. The total initial payment shall be paid upon your execution of this Agreement. If the contemplated transaction is not consummated, the total initial payment may be retained by us as partial compensation for costs and expenses incurred by us in preparation for the transaction. The amount of each Payment is based upon the total estimated cost of the Collateral, or the portion thereof being purchased with the proceeds of the loan evidenced hereby, you have provided to us and which is set forth above. If the final cost of the Collateral (or the portion being purchased) we pay the supplier is higher or lower than that estimate, we will adjust the amount of each Payment proportionately higher or lower than the Payment amount specified above. You also agree to pay, when invoiced, an amount equal to 1/30th of the Payment amount for each day from and including the Commencement Date, to but excluding the first Payment Date. Following the first Payment Date, the Term shall continue without interruption for the number of months indicated above. YOUR OBLIGATION TO MAKE PAYMENTS AND PAY OTHER AMOUNTS DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THIS IS A NON-CANCELABLE AGREEMENT; THIS AGREEMENT, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE WHICH IS MADE PART HEREOF AND WHICH DEBTOR AND SECURED PARTY ACKNOWLEDGE THEY HAVE READ AND ACCEPTED.</p> <p>5. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF SECURED PARTY AND NEITHER THE SUPPLIER NOR ANY OTHER PARTY IS SECURED PARTY'S AGENT. DEBTOR ACKNOWLEDGES AND AGREES: (A) SECURED PARTY MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE; (B) DEBTOR ACCEPTS THE COLLATERAL "AS IS" AND WITH ALL FAULTS; (C) DEBTOR AGREES THAT THE COLLATERAL WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES; (D) IF THE COLLATERAL IS UNSATISFACTORY FOR ANY REASON DEBTOR'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE COLLATERAL AND NOT AGAINST SECURED PARTY; (E) DEBTOR SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST SECURED PARTY, ALL OF THE SAME BEING DISCLAIMED AND WAIVED; AND (F) NO DEFECT, DAMAGE OR UNFITNESS OF THE COLLATERAL SHALL RELIEVE DEBTOR OF THE OBLIGATION TO MAKE PAYMENTS OR RELIEVE DEBTOR OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT.</p> <p>6. Location; Maintenance; Installation; Insurance: You agree to maintain records showing the location of each item of Collateral. You shall report each location to us upon our request and shall not change the location of the Collateral without our advance written consent. You are responsible for installing and keeping the Collateral in good working order. You shall not make any alterations, additions or improvements to the Collateral which detracts from its economic value or functional utility. If the Collateral is damaged or lost, you agree to continue making scheduled Payments unless we have received the Casualty Value pursuant to Section 11. You agree to keep the Collateral insured against loss during the Term and to have us named as loss payee and to obtain a general public liability insurance policy, in both cases in such coverage amounts as we may specify from time to time, from anyone who is acceptable to us. You agree to provide us with a certificate of insurance acceptable to us upon our request and if at any time you fail to deliver to us a valid certificate of insurance reflecting such insurance as being in effect, then we will have the right, but no obligation, to have such insurance protecting us placed for the Term at your expense; and if so placed, we will add to the Payments and you will pay us our costs of obtaining such insurance and any customary charges or fees of ours.</p> <p>7. Taxes and Fees; Indemnification: You agree to pay when due and to indemnify and hold us harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Collateral or to this Agreement now or hereafter imposed, levied or assessed by any taxing authority. We may in our sole discretion, elect to pay any such Taxes directly to a taxing authority and if so you agree to reimburse us on our demand for any such Taxes paid on your behalf together with any filing or processing fee charged by us. If any taxing authority requires any Taxes to be paid in advance, and we pay such Taxes, we may increase the cost of the Collateral we are financing by such amount as described in Section 4 above thereby increasing the amount of each Payment to reflect the payment of such Taxes. You also agree to pay us and reimburse us for all costs and expenses in documenting and servicing this Agreement. You agree to indemnify and hold us harmless from any suits, claims, losses or damages we suffer in any way relating to the use or ownership of the Collateral. Your obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement. You agree to pay us fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search we deem necessary. You agree that all such fees and any insurance we obtain pursuant to the last sentence of Section 6 may not only cover our costs they may also include a profit.</p> <p>8. Personal Property: The Collateral will be and shall remain personal property and, if requested by us, you will obtain real property waivers satisfactory to us. You shall keep the Collateral free from any and all liens and encumbrances other than those in our favor. You shall give us immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Collateral. You hereby irrevocably authorize us and appoint us as your attorney-in-fact with the power to execute and to file this Agreement and any financing statement(s) or security agreement(s) with respect to the Collateral. If your signature on any financing statement or similar document is required by law, you shall execute such supplemental instruments and financing statements we deem to be necessary and advisable and shall otherwise cooperate to defend and perfect our interest in the Collateral by filing or otherwise. You also agree to pay us on demand filing and registration fees prescribed by the UCC or other law. Any Collateral that is subject to title or registration laws shall be titled and registered as directed by us.</p> <p>9. Default; Remedies; Late Charges: If any one of the following events occur with respect to you or any Guarantor, you will be in default: (i) you fail to pay any Payment or other amount due under this Agreement, when due, (ii) you breach or fail to perform any of your other covenants and promises under this Agreement, (iii) you become insolvent, any action under the United States Bankruptcy Code is filed by or against you, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due, or if you terminate your entity existence or take any actions regarding the cessation or winding up of your business affairs. If you are in default, at our election, we can accelerate and require that you pay, as reasonable liquidated damages for loss of bargain, the "Accelerated Balance". The Accelerated Balance will be equal to the total of: (i) accrued and unpaid amounts then due under this Agreement, and (ii) the remaining Payments discounted to their then present value at 4% per annum. We can also pursue any of the remedies available to us under the UCC or any other law. In the event we seek to take possession of any part of the Collateral, you irrevocably waive to the fullest extent permitted by law any bonds, surety or security required by statute, court rule or otherwise as an incident of such possession. You agree to pay our reasonable attorneys' fees and actual costs incurred by us in enforcing our rights hereunder including repossession, storage, refurbishment and sale of the Collateral and collection costs, and all non-sufficient funds charges and similar charges. If any part of a payment is late, you agree to pay a late charge equal to the lesser of (a) the greater of 10% of the payment or \$25.00 or (b) the maximum amount permitted by applicable law. You also agree to pay a charge of \$30.00 for each check returned for non-sufficient funds or other reasons or if any ACH debit charge is not honored. Such charges will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late payment.</p>			

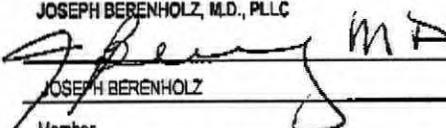
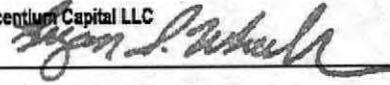


10. Assignment/Inspection: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, LEASE OR ENCUMBER THE COLLATERAL OR THIS AGREEMENT. We may sell, transfer, assign or encumber this Agreement, in whole or in part, without notice to you or your consent. You agree that if we sell, transfer, assign or encumber this Agreement, the assignee will have the rights and benefits that we assign to the assignee and will not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. We and our agents and representatives shall have the right at any time during regular business hours to inspect the Collateral and for that purpose to have access to the location of the Collateral.

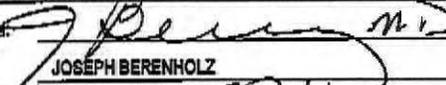
11. Risk of Loss: You assume and shall bear the entire risk of loss, theft, damage and destruction of the Collateral from any cause whatsoever, and no loss, theft, damage or destruction of the Collateral shall relieve you of the obligation to make Payments or any other obligation under this Agreement. You shall promptly notify us in writing of such loss, theft, damage or destruction. If damage of any kind occurs to any item of Collateral, you, at our option, shall at your expense (a) place the Collateral in good repair, condition or working order, or (b) if the Collateral cannot be repaired or is lost, stolen or suffers a constructive loss under an insurance policy covering the Collateral, pay to us the "Casualty Value." The Casualty Value will be equal to the total of (i) accrued and unpaid amounts then due and owing, and (ii) the remaining Payments discounted to present value at 4%, in both cases as of the date the Casualty Value is received by us.

12. Choice of Law/Waiver of Jury Trial: Subject to the following sentence, this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of New Jersey. If any amount contracted for, charged or received in connection with this Agreement constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted, under New Jersey law (the "Subject Amount"), then (i) if the law of state in which Debtor resides (as Indicated in Debtor's address above; the "Debtor's State") would permit the lawful contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the law of Debtor's State shall govern as to the contracting for, charging and receipt of such interest or regulated time-price differential and (ii) if clause (i) preceding is not applicable, Secured Party shall make any necessary adjustments so as to eliminate such excess. Debtor agrees to provide Secured Party advance written notice and an opportunity to cure pursuant to the preceding sentence any contract, charge or receipt claimed by Debtor to be unlawful; and Secured Party may calculate maximum lawful amounts by amortizing, prorating, allocating reallocation, discounting, treating months as equal intervals, and spreading in each case to the fullest extent permitted by applicable law. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of New Jersey in any action or proceeding relating to this Agreement, **YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING, AND YOU WAIVE ANY RIGHT TO ASSERT THIS IS AN INCONVENIENT FORUM.**

13. Miscellaneous: During the Term, you agree to provide us with all financial statements and copies of tax returns we may request. If we supply you with labels, you shall label any and all Collateral and shall keep the same affixed in a prominent place. If any provision hereof or any remedy herein provided is found to be invalid under any applicable law, the remaining provisions hereof, shall be given effect in accordance with the manifest intent hereof. The parties agree that each Payment includes interest. You agree that a waiver of breach will not be a waiver of any other subsequent breach, and that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. **YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** Section headings are for convenience and are not a part of this Agreement. You agree that by providing us with an email address or telephone number for a cellular or other wireless device, you expressly consent to receiving communications including email, voice and text messages from us or our affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. You agree that the original of this Agreement may be electronically duplicated and a copy hereof may be introduced in lieu of the original thereof and without further foundation. The parties hereto expressly waive the secondary evidence rules. You agree that this Agreement will be binding upon your successors, permitted assigns, heirs and legal representatives. You authorize us to complete any blank in this instrument or in any document executed or delivered in connection herewith that contemplates a date by inserting a date deemed appropriate by us. Time is of the essence with respect to your obligations hereunder. No term or provision of this Agreement may be amended, altered, waived or discharged except by a written instrument signed by both parties to this Agreement. Any formal notice given pursuant to this Agreement shall be deemed given 2 business days after being placed with the U.S. Postal Service, postage prepaid, addressed to the recipient at its address set forth above or such other address as a party may designate by written notice to the other. If Debtor constitutes more than one person, you agree that the liability of each such person hereunder is joint and several. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. You may not prepay this Agreement without our prior written consent. A facsimile or other copy of this Agreement, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. All amounts payable hereunder by you if not paid when due shall accrue interest at a rate of interest of 16% per annum or the highest rate allowed by applicable law if less, from the due date thereof until received by us in cash and shall be payable on demand. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument.

DEBTOR: JOSEPH BERENHOLZ, M.D., PLLC	SECURED PARTY: Ascentium Capital LLC
Signature: 	Signature: 
Printed Name: JOSEPH BERENHOLZ	Printed Name: Bryan S. Wheeler
Title: Member	Title: Senior Vice President

CONTINUING GUARANTY: The undersigned ("you", "your", jointly and severally if more than one) unconditionally guarantees to Ascentium Capital LLC and its assigns ("Ascentium Capital") the prompt payment and performance when due of all of the obligations of the Debtor under the Agreement referenced above and all related documents executed by the Debtor in connection with it (collectively with the Agreement, the "Agreements"). Ascentium Capital shall not be obligated to proceed against the Debtor, the property being financed under the Agreements or enforce any other remedy before proceeding against you to enforce this Continuing Guaranty ("Guaranty"). Notwithstanding any changes made to the Agreements in the course of Ascentium Capital's dealings with the Debtor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Debtor. You waive all presentments, demand for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay Ascentium Capital all the expenses incurred by Ascentium Capital in enforcing this Guaranty. You may not assign this Guaranty without Ascentium Capital's written consent. This Guaranty shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of New Jersey without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of the federal and state courts located in the state of New Jersey in any action to enforce this Guaranty and you waive any right to assert this is an inconvenient forum. You consent to Ascentium Capital conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument.

Guarantor Signature: 	Guarantor Signature: _____
Printed Name: JOSEPH BERENHOLZ	Printed Name: _____
Cell Phone No.: 248 5140771	Cell Phone No.: _____

AUTHORIZATION FOR PRE-AUTHORIZED PAYMENTS: Debtor hereby authorizes Ascentium Capital, its successors and assigns to automatically initiate and make debit entries (charges) to Debtor's bank account (and for Debtor's bank to accept and post such debit entries) indicated below for the payment of all amounts owed by Debtor to Ascentium Capital from time to time under or in connection with the above-referenced Agreement. Debtor understands and agrees that Ascentium Capital may impose a fee in the event Debtor's bank does not pay a debit entry. This authority granted under this Authorization for Pre-authorized Payments is to remain in effect during the term of the Agreement, including all renewals and extensions, and Debtor acknowledges that if Debtor revokes such authority during the term of the Agreement Debtor shall be in default under the Agreement without the requirement of any prior notice from Ascentium Capital as a precondition for such default. Any erroneous or incorrect charge will be corrected upon notification to Ascentium Capital. If corrections in the debit account are necessary, it may involve a credit or debit to Debtor's account. Debtor agrees that a facsimile or other copy of this Authorization, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

Bank Name: _____	Account Holder Name: _____
Account No.: _____	ABA No.: _____
Authorized Signature: _____	Printed Name and Title: _____



BTL Industries, Inc
 47 Loring Dr
 Framingham, MA 01702
 Phone (866) 285-1656 Fax (888) 499-2502
 www.btlnet.com info@btlnet.com

Invoice

Date	Invoice #
12/16/2013	5482

Bill To
Joseph Berenholz, MD 30445 NW Highway Suite 140 Farmington Hills, MI 48344

Ship To
Michigan Institute of Ob/Gyn 30445 NW Highway Suite 140 Farmington Hills, MI 48344

P.O. Number	Rep	Ship	Via
2129015	UeckB	12/16/2013	

Quantity	Item Code	Description	Price Each	Amount
1	VANQUISH		79,000.00	79,000.00T
	Shipping and Handl...		495.00	495.00T
1	PROTEGE ELITE		33,000.00	33,000.00T
	Shipping and Handl...		250.00	250.00T
		Sales Tax	6.00%	6,764.70
<p>Schedule A</p> <p>This document constitutes all or part of the Schedule A attached to and made part of Agreement No. <u>2129015</u> solely for the purpose of identifying the property being financed under such Agreement.</p>				
			Total	\$119,509.70



Addendum to Quotation Dated 11/14/13

In consideration of the special discount offer for the Protégé Elite system, Joseph Berenholz, M.D. agrees to:

1. Accept the sensitivity and confidentiality that must be maintained regarding the special pricing offered for this device.
2. Write a testimonial letter within 3 months after installation.
3. Personally take 5 physician calls within 6 months of installation and relate to them your satisfaction with the device.
4. Provide BTL Aesthetics with at least 5 sets of BEFORE /AFTER Photos within 3 months after installation.

Account Name:

~~Joseph Berenholz MD~~ JOSEPH BERENHOLZ MD PLLC

Signature:

Joseph Berenholz MD

Print Name, Title:

JOSEPH BERENHOLZ MD MEMBER

Date:

11/14/13



DELIVERY AND ACCEPTANCE CERTIFICATE

Ascentium Capital LLC
23970 HWY 59 N
Kingwood TX 77339-1536
www.AscentiumCapital.com

Agreement No. 2129015

To: Ascentium Capital LLC

The undersigned hereby certifies: (i) that all of the property described below ("Equipment"), which is to be financed pursuant to the lease, equipment finance agreement, note, security agreement, loan and security agreement or similar document referenced above (the "Agreement") between Ascentium Capital LLC as lessor, lender or secured party and the undersigned as lessee, debtor or other obligor, has been delivered to, and received by, the undersigned, (ii) the Equipment conforms in all respects to that ordered by the undersigned, (iii) its condition is satisfactory in all respects to the undersigned and (iv) that the Equipment is accepted by the undersigned under the Agreement in all respects, and the undersigned hereby irrevocably directs Ascentium Capital LLC to pay the equipment suppliers the purchase price of the Equipment.

Equipment: See Equipment "Schedule A" attached hereto and made a part hereof

The undersigned agrees that a facsimile or other copy of this Delivery and Acceptance Certificate, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. By executing this Delivery and Acceptance Certificate the undersigned irrevocably acknowledges and agrees that the undersigned's non-terminable installment payment and other obligations under the Agreement have commenced.

CUSTOMER: JOSEPH BERENHOLZ, M.D., PLLC

Signature: [Handwritten Signature]
Printed Name: JOSEPH BERENHOLZ
Title: Member
Date Signed: 12/12/13





AUTHORIZATION TO PERFORM VERBAL VERIFICATION

Ascentium Capital LLC
23870 HWY 69 N
Kingwood TX 77338-1535
www.AscentiumCapital.com

Agreement No. 2129015

The undersigned hereby authorizes Ascentium Capital LLC to perform a verbal verification accepting the terms and conditions of the above-referenced Agreement and confirming the identification and condition of the Collateral.

The undersigned agrees that a facsimile or other image of this Authorization to Perform Verbal Verification, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

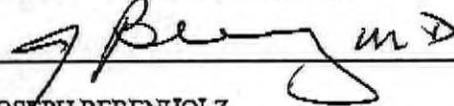
Person(s) Authorized to Provide Verbal Verification:

Name: JOSEPH BERENHOLZ^{MD} Title: MEMBER Phone: 248 5140771

Name: _____ Title: _____ Phone: _____

Name: _____ Title: _____ Phone: _____

CUSTOMER: JOSEPH BERENHOLZ, M.D., PLLC

Signature: 

Printed Name: JOSEPH BERENHOLZ

Title: Member Date: 12/12/13





COMMENCEMENT AGREEMENT

Ascentium Capital LLC
23970 HWY 39 N
Kingwood TX 77339-1535
www.AscentiumCapital.com

Agreement No. 2129015

Date: December 6, 2013

You, the Customer, and Ascentium Capital LLC ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Commencement Agreement ("CA").

NOW THEREFOR, you and we hereby agree as follows:

- 1. The term of the Agreement will commence on the date of this CA, with the interim term commencing on the date set forth above and the initial term commencing as provided in the Agreement.
2. You agree to inspect and accept for purposes of the Agreement all undelivered items of Equipment immediately upon their delivery to you.
3. All amounts anticipated to be disbursed by us on your behalf that have not been disbursed as of the date of this CA will be deemed disbursed by us into a separate holding account for your benefit ("Account").
4. The Agreement contemplates a pro-rata adjustment to the payments owed by you under the Agreement in the event the purchase price of the Equipment and other amounts, if any, paid by us on your behalf are higher or lower than those on which the payments set forth in the Agreement are based.
5. This CA sets forth the entire agreement of the parties with respect to its subject matter and it may only be amended by a written instrument executed by you and us.

You agree that a facsimile or other copy of this CA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

CUSTOMER: JOSEPH BERENHOLZ, M.D., PLLC

SECURED PARTY: Ascentium Capital LLC

Signature:

Printed Name:

Title:

JOSEPH BERENHOLZ
Member

By:

Printed Name:

Title:

Bryan S. Wheeler
Senior Vice President





Ascentium Capital LLC
23970 HWY 59 N
Kingwood TX 77339-1536
www.AscentiumCapital.com

December 6, 2013

JOSEPH BERENHOLZ, M.D., PLLC
30445 NORTHWESTERN HWY
FARMINGTON HILLS, MI 48334

RE: Ascentium Capital LLC Agreement Number: 2129015

Dear Customer:

Congratulations! Your application for financing has been approved. Please read, complete, and sign the attached documents.

Scan and Email Documents to VSR@AscentiumCapital.com, or fax to 1-866-846-3680. We do not need the original documents UNLESS this is a Titled Vehicle transaction. If you are financing a Titled Vehicle, please mail documents to 23970 US. Hwy 59 N. Kingwood, TX 77339 Attn. VSR Team.

Provide a copy of your Driver's License (all signors)

Provide your home and cell phone numbers: 248 661 8041 248 514 0771

Provide your email address: J BERENHOLZ @ J BERENHOLZ . COM

Provide your Federal Tax ID Number: 460531637

Confirm that your equipment is located here: 30445 NORTHWESTERN HWY, FARMINGTON HILLS, MI 48334

IF NOT, please tell us where it will be located: _____

Enclose a copy of your Business Check for the Total Amount Due, per the Invoice below.

INVOICE	
Charge Description	Balance Due
Advance Payment	\$25.00
Document Processing Fee	\$195.00
Pre-Funding Fee	\$100.00
Less Money Received	\$0.00
TOTAL:	\$320.00

If you have any questions, please contact your Representative, Steven Schachtel at 281.902.1945 or SteveSchachtel@AscentiumCapital.com.



EQUIPMENT FINANCE AGREEMENT
Agreement No. 2158357

Ascentium Capital LLC
 23970 HWY 38 N
 Kingwood TX 77339-1535
 www.AscentiumCapital.com

DEBTOR ("you" or "your"): JOSEPH BERENHOLZ, M.D., PLLC	STREET ADDRESS: 30445 NORTHWESTERN HWY, SUITE 140	CITY: FARMINGTON HILLS	STATE: MI	ZIP: 48334	SUPPLIER: See Schedule A
COLLATERAL LOCATION (if different from above): 30445 NORTHWESTERN HWY, SUITE 140, FARMINGTON HILLS, MI 48334	BUSINESS PHONE: 248-855-2229	EMAIL ADDRESS:	COLLATERAL ("Collateral"): See Schedule A		

TERM (in months): 36	PAYMENT AMOUNT: 6 @ \$29.00 30 @ \$1,239.02
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Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. This EFA has an interim term ("Interim Term") and an initial term ("Initial Term"). The foregoing collectively the "Term". The Interim Term starts on the date we fund the purchase price of the Collateral following your acceptance of it. The Initial Term starts on the billing date specified by us ("Commencement Date"). You agree to pay us: (a) payments (each a "Payment") shown above during each month of the Initial Term; the first Payment is due on the Commencement Date, and (b) all other amounts that become due under this EFA, including 1/30th of a Payment for each day of the Interim Term. You authorize us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.

Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA.

Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. You acknowledge you selected the Collateral and the Supplier and the Supplier is not our agent nor are we its agent. You will use the Collateral for commercial purposes only and in compliance with law.

Collateral. You will not modify or change location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us documentation fees and all other fees we deem necessary.

Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium you would pay if you obtained insurance, plus an interest charge.

Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation of yours contained in this EFA, or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 4% as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.

General. This EFA shall be governed and construed under the laws of the State of New Jersey without reference to its principles of conflicts of laws. You consent to the non-exclusive jurisdiction of courts located in New Jersey in any action relating to this EFA. You waive any objection based on improper venue and/or forum non conveniens and waive any right to a jury trial. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. You may not prepay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A facsimile of this EFA shall be the equivalent of an original. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.

By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of the Debtor.

Debtor Name: JOSEPH BERENHOLZ, M.D., PLLC	ACCEPTED BY LENDER: Ascentium Capital LLC
Signature: <i>[Signature]</i>	By: <i>[Signature]</i>
Printed Name and Title: JOSEPH BERENHOLZ, Member	Printed Name and Title:

GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and you assigns the payment and performance with respect to the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or other parties. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Guarantor Signature: <i>[Signature]</i>	Guarantor Signature:
Printed Name: (no titles) JOSEPH BERENHOLZ	Printed Name: (no titles)

AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Lessee's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.

Bank Name:	Acct Holder Name:
Account No:	ABA No:
Authorized Signature:	Printed Name and Title:

281 931 2531





Invoice

Send all Correspondence to: **VPNA LLC**
 400 Somerset Corporate Boulevard
 Bridgewater NJ 08807
 Seller #: 26-1244
 (excluding payments)

INVOICE #: 3000421002
DATE: 06/26/2015
TERMS: Due In 30 Days
INVOICE DUE DATE: 07/26/2015
BILL TO CUST: 10289344
SHIP TO CUST: 10289345
PAGE: 1 OF 1

DIVISION: PHMUS:076
DUNS #: 07-909-8564

BILL TO: 10289344 *A-01-YYR-NM-00606

JOSEPH BERENHOLZ MD PLLC
 30445 NORTHWESTERN HWY STE 140
 FARMINGTON HILLS MI 48334-3174

SHIP TO / RECIPIENT: 10289345
Joseph Berenholz MD PLLC
 30445 Northwestern Hwy Ste 140
 Farmington Hills MI 48334

Ship To License #:

Exp dt: 0

Order #	Customer PO Number	Shipped From	Order Date	Ship Date
000218809	2158357	PHMDB	06/26/2015	06/26/2015
		Shipped Via		
		2NDDAYAIR		

Product Number	Product Description	QTY Ordered	QTY Shipped	QTY B/O	UOM	Unit Price	Extended Price
CB-CONSOLE	Clear + Brilliant Console Serial No. BC14055013 Qty: 1	1.00	1.00	0.00	EA	18,318.8500	18,318.85
CB-HP-1440	C+B 1440 HANDPIECE Serial No. BH15104012 Qty: 1	1.00	1.00	0.00	EA	0.0000	0.00
CB-HP-1927	C+B 1927 HANDPIECE Serial No. PH15104045 Qty: 1	1.00	1.00	0.00	EA	7,821.1500	7,821.15
CB-SC KIT YP18	CLEAR + BRILLIANT SC REGION KI NDC: CB-SC-REGION KIT Y CB-SC-REGION KIT YP-18	1.00	1.00	0.00	EA	0.0000	0.00
CB-TIP-SC	TIP, C+B SMARTCARD Lot No. 050715-001 Exp Dt. 12/31/9999 Qty: 1	1.00	1.00	0.00	EA	0.0000	0.00
CB-TIP-SC	TIP, C+B SMARTCARD Lot No. 050715-001 Exp Dt. 12/31/9999 Qty: 1	1.00	1.00	0.00	EA	850.0000	850.00
CB-TIP-SCP	TIP, C+B CARD PERMEA Lot No. 041515-001 Exp Dt. 12/31/9999 Qty: 1	1.00	1.00	0.00	EA	0.0000	0.00
CB-TIP-SCP	TIP, C+B CARD PERMEA Lot No. 041515-001 Exp Dt. 12/31/9999 Qty: 1	1.00	1.00	0.00	EA	850.0000	850.00

Schedule A

This document constitutes all or part of the Schedule A attached to and made part of Agreement No. 2158357 solely for the purpose of identifying the property being financed under such Agreement.

SEND PAYMENTS TO: VPNA LLC PO BOX 841412 DALLAS TX 75284-1412	THANK YOU FOR YOUR ORDER RX Customer Service: 1-(800)-321-4578 Solta Customer Service: 1-(877)-782-2288 SHIPPED FROM: Solta Medical, Inc. Div of Valeant Pharmaceuticals Inc. Bothell, WA 98011	Sub Total: 27,840.00 Freight: 0.00 Tax: 1,670.40 Total Amount Due: 29,510.40 USD
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This Order Has Been Processed by: MIFONS Ship from: #

BL_INVOICE_62170768_PD.DAT BAUS



Invoice

INVOICE #: 300042106
DATE: 06/28/2015
TERMS: Due in 30 Days
INVOICE DUE DATE: 07/28/2015
BILL TO CUST: 10289344
SHIP TO CUST: 10289345
PAGE: 1 OF 1

Send all Correspondence to: **VPNA LLC**
 400 Somerset Corporate Boulevard
 Bridgewater NJ 08807
 Seller #: 26-1244
 (excluding payments)

DIVISION: PHMUS:076 Ship To State: MI
DUNS #: 07-909-8564 State Lic. #: 5306001585
 Exp Dt: 06/30/2016

BILL TO: 10289344 *A-01-ZKY-NM-00014
 JOSEPH BERENHOLZ MD PLLC
 30445 NORTHWESTERN HWY STE 140
 FARMINGTON HILLS MI 48334-3174

SHIP TO / RECIPIENT: 10289345
 Joseph Berenholz MD PLLC
 30445 Northwestern Hwy Ste 140
 Farmington Hills MI 48334

Ship To License #:

Exp dt: 0

Order #	Customer PO Number	Shipped From	Order Date	Ship Date
000218809	2158357	PHMDN	06/26/2015	06/29/2015
		Shipped Via		
		2NDDAYAIR		

Product Number	Product Description	QTY Ordered	QTY Shipped	QTY B/D	UOM	Unit Price	Extended Price
11577	CONSUMABLE STARTER PACK, CLEAR	1.00	1.00	0.00	EA	1,860.0000	1,860.00
FW12CB	Factory Warranty, C+B, 12 Mo NDC: FW12CB	1.00	1.00	0.00	EA	0.0000	0.00
SA12CB	Svc Agreement, C+B, 12 Mo NDC: SA12CB	1.00	1.00	0.00	EA	0.0000	0.00
SH001	Shipping and Handling Charges	1.00	1.00	0.00	EA	125.0000	125.00

Schedule A

This document constitutes all or part of the Schedule A attached to and made part of Agreement No. **US8357** solely for the purpose of identifying the property being financed under such Agreement.

SEND PAYMENTS TO: VPNA LLC PO BOX 841412 DALLAS TX 75284-1412	THANK YOU FOR YOUR ORDER RX Customer Service: 1-(800)-321-4576 Solta Customer Service: 1-(877)-782-2286 SHIPPED FROM: Cardinal Health SPS 15 Ingram Blvd, Suite 100 La Vergne, TN 37086	Sub Total: 1,985.00 Freight: 0.00 Tax: 119.10 Total Amount Due: 2,104.10 USD
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This Order Has Been Processed by: M/RONS Ship From #: 0258 BL_INVOICE_62191837_PD.DAT 8AUS



COMMENCEMENT AGREEMENT

Ascentium Capital LLC
23970 HWY 59 N
Kingwood TX 77339-1535
www.AscentiumCapital.com

Agreement No. 2158357

Date: June 23, 2015

You, the Customer, and Ascentium Capital LLC ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Commencement Agreement ("CA").

NOW THEREFOR, you and we hereby agree as follows:

- 1. The term of the Agreement will commence on the date of this CA, with the interim term commencing on the date set forth above and the initial term commencing as provided in the Agreement.
2. You agree to inspect and accept for purposes of the Agreement all undelivered items of Equipment immediately upon their delivery to you.
3. All amounts anticipated to be disbursed by us on your behalf that have not been disbursed as of the date of this CA will be deemed disbursed by us into a separate holding account for your benefit ("Account").
4. The Agreement contemplates a pro-rata adjustment to the payments owed by you under the Agreement in the event the purchase price of the Equipment and other amounts, if any, paid by us on your behalf are higher or lower than those on which the payments set forth in the Agreement are based.
5. This CA sets forth the entire agreement of the parties with respect to its subject matter and it may only be amended by a written instrument executed by you and us.

You agree that a facsimile or other copy of this CA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

CUSTOMER: JOSEPH BERENHOLZ, M.D., PLLC

SECURED PARTY: Ascentium Capital LLC

Signature:

[Handwritten signature of Joseph Berenzholz]

By:

[Handwritten signature of Bryan S. Wheeler]

Printed Name:

JOSEPH BERENHOLZ

Printed Name:

Bryan S. Wheeler
Senior Vice President

Title:

Member

Title:

