

**AWARD LETTER AND UNIT GRANT AGREEMENT
IN SATISFACTION OF PROMISSORY NOTE**

January 26, 2018

Fedor Fedorov
1975 Tiverton Rd.
Bloomfield Hills, MI 48304

Re: Award of Eight Hundred Seventy (870) Common Units on and as of January 26, 2018
("Award Date")

Dear Mr. Fedorov:

This letter will confirm our agreement that you shall receive from from *American Aesthetic Equipment, LLC*, a Michigan limited liability company (the "*Company*") eight hundred (870) common units (the "*Units*") representing eight percent (8%) of the total membership interest in the Company. The award of Units shall have effect as of January 26, 2018. The Units are subject in all respects to the provisions of the Company's Operating Agreement (collectively, the "*Operating Agreement*") and this Award Letter and Unit Grant Agreement. As a condition to your receipt of the Units, you agree to be bound by the terms of the Operating Agreement, as previously amended from time to time, by executing the *Joinder Agreement* attached hereto and/or signing the Operating Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Operating Agreement.

Also enclosed you will find:

1. A form for a protective election under Section 83(b) of the Internal Revenue Code. Most recipients of Units will find it beneficial to make this Section 83(b) election. **TO BE EFFECTIVE, THE ELECTION MUST BE MADE WITHIN 30 DAYS OF THE DATE OF THIS AWARD. IT IS ENTIRELY YOUR OBLIGATION TO MAKE THE ELECTION BY FILING IT WITH THE INTERNAL REVENUE SERVICE OFFICE AT WHICH YOU FILE YOUR PERSONAL TAX RETURN AND SENDING A COPY TO THE COMPANY.**

2. A Joinder Agreement, pursuant to which you signify your agreement to be bound by the terms of the Operating Agreement dated February 3, 2016, and the Amendment to Operating Agreement dated January 26, 2018. *Please sign and date the Joinder Agreement and return the original to the Company by electronic mail.*



Participant's Initials

EXECUTION PAGE FOR AWARD LETTER AND UNIT GRANT AGREEMENT

American Aesthetic Equipment, LLC



By: _____
Name: Richard C. Morgan
Title: President

*Accepted and agreed as of
January 26, 2018:*

Signature: _____
Fedor Fedorov



Address for Notices:

Fedor Fedorov
1975 Tiverton Rd.
Bloomfield Hills, MI 48304

SSN: 378-17-9254

JOINDER AGREEMENT

The undersigned hereby becomes a party to, and agrees to be bound by, the terms of that certain Operating Agreement of *American Aesthetic Equipment, LLC* dated February 3, 2016, and the Amendment to Operating Agreement dated January 26, 2018.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed and delivered this Joinder Agreement to the Company as of January 26, 2018.

Signature: _____

Fedor Fedorov




Participant's Initials

AMENDMENT TO OPERATING AGREEMENT

AMERICAN AESTHETIC EQUIPMENT, LLC A Michigan Limited Liability Company

THIS AMENDMENT TO OPERATING AGREEMENT (“Amendment”) is made and entered into with an effective date of January 26, 2018, by Richard C. Morgan (“Manager”), as the Manager of *American Aesthetic Equipment, LLC*, a Michigan limited liability company (the “Company”), with reference to the following facts and circumstances, all of which are true and incorporated into this Amendment:

A. The Company is governed by a certain Operating Agreement dated Agreement dated February 3, 2016, and the Amendment to Operating Agreement dated January 26, 2018 (jointly, the “Operating Agreement”).

B. On this January 26, 2018, Fedor Fedorov has received eight hundred seventy (870) common units from the Company, representing percent (8%) of the Company’s authorized and outstanding units of membership interest;

C. Pursuant to Section 15.2 of the Operating Agreement, the Manager has the authority to amend the Schedule of Unitholders to reflect the issuance or transfer of Units in the Company;

D. The Manager of the Company has further amended the Operating Agreement to include a revised Schedule of Unitholders consistent with the above-described transactions.

NOW, THEREFORE, the Manager, on behalf of the Company, does hereby covenant and agree as follows:

1. The terms used in this Second Amendment shall have the same meaning as in the Operating Agreement unless otherwise specifically provided.

2. The *Schedule of Unitholders* attached to the Third Amended and Restated Operating Agreement is hereby amended to reflect the issuance or transfer of Units in the Company as described in the above recitals. The *Amended Schedule of Unitholders* is attached and made a part hereof.

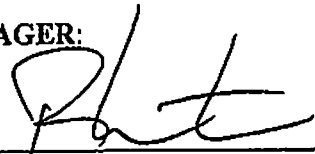
3. This Amendment shall govern to the extent that it differs from or contradicts any terms or provisions of the Operating Agreement. Notwithstanding anything herein to the contrary, however, all other terms and conditions of the Operating Agreement are hereby ratified and redeclared. This Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same. A telefaxed or electronic signature shall have the same force and effect of an original signature.

IN WITNESS WHEREOF, the undersigned Manager has executed this Amendment to Operating Agreement effective on the day and year first written above.

Effective as of January 26, 2018.

MANAGER:

By: _____


Richard C. Morgan