

SUBSCRIPTION AGREEMENT

The undersigned, *Fedor Fedorov* ("Preferred Member"), has received and reviewed the Second Amended and Restated Operating Agreement (hereinafter, the "Operating Agreement") of *BCA Holdings, LLC* (the "Company") with an effective date of January 13, 2017. By executing and delivering this Subscription Agreement, the Preferred Member agrees to become a party to, to be bound by, and to comply with said Operating Agreement in the same manner as if the Preferred Member was an original signatory to the Operating Agreement. In connection therewith, effective on the date hereof, the Preferred Member makes the covenants, representations and warranties set forth below. The Company is relying upon the accuracy and completeness of said covenants, representations and warranties in complying with its obligations under applicable securities laws. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Operating Agreement.

1. Admission to Company. The Preferred Member has subscribed for and shall receive Eight Hundred (800) Series A Preferred Units ("Units") in the Company, representing eight percent (8%) of the total outstanding membership interest of the Company, and shall be admitted as a member in the Company in consideration of his execution of this Agreement, payment to the Company of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) as his capital contribution, and other good and valuable consideration described in the Operating Agreement.

2. Disclaimer. The Preferred Member is aware that no federal or state agency has passed upon or made any finding or determination concerning the merits or fairness of this transaction.

3. Independent Advice. The Preferred Member acknowledges that he has been advised to consult with independent counsel prior to executing this Agreement and any exhibits and attachments thereto.

4. Limitation on Transfer of Interest. The Preferred Member recognizes and agrees that:

- (a) His Units will be highly illiquid due to (i) the restrictions contained herein and in the Operating Agreement and (ii) the lack of any market existing or likely to exist for his Units.
- (b) The Preferred Member must bear the economic risk of investment in the Units for an indefinite period of time because the Units have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state.
- (c) The Operating Agreement provides that a Member shall not make any direct or indirect transfer, assignment or conveyance of all or any portion of his membership interest except in compliance with the Operating Agreement and then, only at such time that such membership interest is

registered under the Securities Act of 1933 and/or any applicable state securities laws or an opinion of counsel acceptable to the Company is obtained to the effect that such registration is not necessary under applicable securities laws.

5. Representations and Warranties of Subscriber. The Preferred Member understands that the Units are being conveyed by the Company hereunder in reliance upon the exemptions provided in the Securities Act of 1933 and/or Regulation D thereunder and state securities laws, and the Preferred Member, for himself and for his heirs, personal representatives, successors and assigns, makes the following representations, declarations and warranties with the intent that the same may be relied upon in determining the suitability of the Preferred Member as an investor in the Company:

- (a) The Preferred Member is acquiring the Units for his own account, for investment purposes only, has no need for liquidity in this investment, and is capable of bearing the economic risk.
- (b) The Preferred Member has such knowledge and experience in financial and business matters that he is capable of evaluating the Company and the merits and risks of the prospective investment or has obtained the advice of an attorney, certified public accountant, or investment adviser registered under the Investment Advisers Act of 1940 or the Michigan Uniform Securities Act with respect to the merits and risks of the investment, and has made an informed investment decision based on such advice.
- (c) The Preferred Member represents and warrants to the Company that he is an "accredited investor" as that term is defined in Rule 501 promulgated under the Securities Act by virtue of qualifying as one or more of the following ~~(please initial all that apply)~~



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- (i) The Preferred Member is a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of the purchase, exceeds \$1,000,000 ("net worth" means the excess of total assets at fair market value, including home and personal property, over total liabilities, including all home mortgages);
- (ii) The Preferred Member is a natural person who had individual income in excess of \$200,000 in each of 2015 and 2016 or joint income with that person's spouse in excess of \$300,000 in each of 2015 and 2016 and has a reasonable expectation of reaching the same income level in 2017 ("individual income" generally means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse); or

_____ (iii) The Preferred Member is a revocable grantor trust (such as a living trust), not formed for the purpose of acquiring the securities offered hereby, for which the grantor is an accredited investor by virtue of subparagraph(s) (i) or (ii) above.

6. Agreement to be Bound by Terms and Conditions. The Preferred Member hereby acknowledges and agrees that he will be bound by all of the terms and conditions of the Operating Agreement and any appendices thereto.

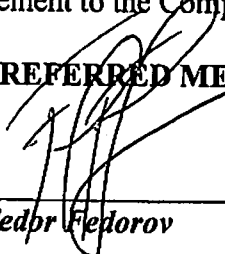
7. Indemnity. The Preferred Member hereby agrees to indemnify the Company and hold it harmless from and against any and all liabilities, damages, costs or expenses (including reasonable attorneys' fees) incurred on account of or arising out of:

- (a) Any inaccuracy in the declarations, representations and warranties set forth herein;
- (b) The disposition of any of the Units which he will receive, contrary to his foregoing declarations, representations and warranties; and
- (c) Any action, suit or proceeding based upon (i) the claim that said declarations, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company or (ii) the disposition of any of the Units.

8. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telefaxed or electronic signature shall have the same binding effect as an original signature that has been physically delivered.

IN WITNESS WHEREOF, the Preferred Member, intending to be legally bound, has executed and delivered this Subscription Agreement to the Company as of this January 13, 2017.

PREFERRED MEMBER:



Fedor Fedorov

UCC FINANCING STATEMENT

Michigan Department of State - Uniform Commercial Code

FOLLOW INSTRUCTIONS

Filing Number: 20170202001037-1

Filing Date and Time: 02/02/2017 04:47 PM

Total Number of Pages: 1

(This document was filed electronically)

A. NAME & PHONE OF CONTACT AT FILER (optional) Abulhassan & Associates, P.C.
B. E-MAIL CONTACT AT FILER (optional) sa@abulhassanlaw.com
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Abulhassan & Associates, P.C. 2184 N. Beech Daly Rd Suite 2 Dearborn Heights, MI 48127 USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME BCA Holdings, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 34405 W. 12 Mile Road Suite 200		CITY Farmington	STATE MI	POSTAL CODE 48331
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME				
OR	3b INDIVIDUAL'S SURNAME Fedorov	FIRST PERSONAL NAME Fedor	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 1975 Tiverton Road		CITY Bloomfield Hills	STATE MI	POSTAL CODE 48304
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All goods, equipment, furniture, fixtures, wherever located, now owned or hereafter acquired by Debtor, and all chattel paper evidencing any leasing or financing of said equipment and fixtures, all proceeds (whether cash or non-cash proceeds, including insurance proceeds) of the foregoing property, and accounts receivable.

5. Check only if applicable and check only one box. Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailee or ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

SCHEDULE OF UNITHOLDERS

BCA HOLDINGS, LLC

AS OF JANUARY 13, 2017

<u>Members</u>	<u>Units</u>	<u>Percentages</u>
Richard C. Morgan, Trustee of the Richard C. Morgan Living Trust U/A/D February 8, 2006, as Amended and Restated	5,300 Common	53%
Chaoju International, LLC	900 Series A Preferred	9%
Fedor Fedorov	800 Series A Preferred	8%
Jeff S. Pierce, D.O.	3,000 Restricted	<u>30%</u>
Totals:	10,000	100%

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

In re:

BODY CONTOUR VENTURES, LLC,¹

Debtors.

Chapter 11

Case No. 19-42510-pjs

Hon. Phillip J. Shefferly

CERTIFICATE OF SERVICE

I hereby certify that on May 15, 2019, I served a copy of Fedor Fedorov's *Objection to Debtors' Sale Motion* with the Clerk of the Court using the ECF system, which will send notification of such filing to all ECF participants including:

Thomas John Kelly, Jr.

Email: tkelly@wolfsonbolton.com

Anthony J. Kochis

Email: akochis@wolfsonbolton.com

Michael H. Michmerhuizen

Email: mhm@barrettlaw.com

Scott A. Wolfson

Email: swolfson@wolfsonbolton.com, WB.bmcgroup@ecfalerts.com

¹ Debtors cases are being jointly administered for procedural purposes only and include Debtors Body Contour Ventures, LLC, Case No. 19-42510, BCA Acquisitions, LLC, Case No. 19-42511, American Aesthetic Equipment, LLC, Case No. 19-42512, Knoxville Laser Spa LLC, Case No. 19-42513, LRX Alexandria, LLC, Case No. 19-42514, LRX Birmingham, LLC, Case No. 19-42515, LRX Charlotte, LLC, Case No. 19-42516, LRX Chicago, LLC, Case No. 19-42517, LRX Colorado Springs, LLC, Case No. 19-42518, LRX Dearborn, LLC, Case No. 19-42519, LRX East Lansing, LLC, Case No. 19-42520, LRX Grand Blanc, LLC, Case No. 19-42833, LRX Hoffman Estates, LLC, Case No. 19-42521, LRX Las Vegas Summerlin, LLC, Case No. 19-42522, LRX Mesa, LLC, Case No. 19-42523, LRX Naperville, LLC, Case No. 19-42524, LRX Novi, LLC, Case No. 19-42525, LRX Orland Park, LLC, Case No. 19-42526, LRX Plymouth- Canton, LLC, Case No. 19-42527, LRX Stone Oak, LLC, Case No. 19-42528, LRX Towson, LLC, Case No. 19-42530, LRX Troy, LLC, Case No. 19-42531, Premier Laser Spa of Greenville LLC, Case No. 19-42532, Premier Laser Spa of Indianapolis LLC, Case No. 19-42533, Premier Laser Spa of Louisville LLC, Case No. 19-42534, Premier Laser Spa of Pittsburgh LLC, Case No. 19-42535, Premier Laser Spa of St. Louis LLC, Case No. 19-42536, and Premier Laser Spa of Virginia LLC, Case No. 19-42537.

U.S. Trustee
c/o Jill M. Gies (UST)
Email: jill.gies@usdoj.gov

Brendan G. Best
Email: bgbest@varnumlaw.com

William L. Thompson
Email: wlthompson@varnumlaw.com

OSIPOV BIGELMAN, P.C.

Dated: May 15, 2019

/s/Yuliy Osipov
Yuliy Osipov (P59486)
Gary A. Hansz (P44956)
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