
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

The Beauty Health Company
(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

88331L 108
(CUSIP Number)

**LCP Edge Holdco LLC
Linden Capital III LLC
Linden Manager III LP
Linden Capital Partners III LP
Linden Capital Partners III-A LP
Brian Miller
Anthony Davis
c/o Linden Capital Partners LLC
150 North Riverside Plaza, Suite 5100
Chicago, IL 60606
(312) 506-5600**

With copies to:

**Monica J. Shilling, P.C.
Kirkland & Ellis LLP
2049 Century Park East
Suite 3700
Los Angeles, CA 90067
(310) 552-4200**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 4, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 88331L 108

(1)	Names of reporting persons LCP Edge Holdco LLC	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) OO	

CUSIP No. 88331L 108

(1)	Names of reporting persons Linden Capital III LLC	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) OO	

CUSIP No. 88331L 108

(1)	Names of reporting persons Linden Manager III LP	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) PN	

CUSIP No. 88331L 108

(1)	Names of reporting persons Linden Capital Partners III LP	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) PN	

CUSIP No. 88331L 108

(1)	Names of reporting persons Linden Capital Partners III-A LP	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole Dispositive Power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) PN	

CUSIP No. 88331L 108

(1)	Names of reporting persons Anthony Davis	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization United States	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) IN	

CUSIP No. 88331L 108

(1)	Names of reporting persons Brian Miller	
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC use only	
(4)	Source of funds (see instructions) OO	
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
(6)	Citizenship or place of organization United States	
Number of shares beneficially owned by each reporting person with:	(7)	Sole voting power 0
	(8)	Shared voting power 33,356,338 (see Items 2, 3, 4, 5 and 6)
	(9)	Sole dispositive power 0
	(10)	Shared dispositive power 33,356,338 (see Items 2, 3, 4, 5 and 6)
(11)	Aggregate amount beneficially owned by each reporting person 33,356,338 (see Item 5)	
(12)	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
(13)	Percent of class represented by amount in Row (11) 26.6% (see Items 2, 3, 4, 5 and 6)	
(14)	Type of reporting person (see instructions) IN	

Item 1. Security and Issuer.

This Statement on Schedule 13D (this "Statement") relates to the Class A Common Stock, par value \$0.0001 per share ("Class A Common Stock"), of The Beauty Health Company, a Delaware corporation (f/k/a Vesper Healthcare Acquisition Corp.) (the "Issuer"). The address of the principal executive office of the Issuer is 2165 Spring Street, Long Beach, CA 90806.

Item 2. Identity and Background.

(a) This statement is filed on behalf of (i) LCP Edge Holdco LLC ("LCP"), (ii) Linden Capital III LLC, (iii) Linden Manager III LP, (iv) Linden Capital Partners III LP, (v) Linden Capital Partners III-A LP, (vi) Brian Miller and (vii) Anthony Davis. Each of the foregoing is referred to as a "Reporting Person" in this Statement.

The Class A Common Stock held by LCP may be deemed to be beneficially owned by Linden Capital III LLC, the general partner of Linden Manager III LP. Linden Manager III LP is the general partner of both Linden Capital Partners III LP and Linden Capital Partners III-A LP, which are the controlling unitholders of LCP. As the members of a limited partner committee of Linden Capital III LLC that has the power to vote or dispose of the Class A Common Stock directly held by LCP, Brian Miller and Anthony Davis may be deemed to have shared voting and investment power over the Class A Common Stock. Each of the Reporting Persons (other than LCP, with respect to the shares directly held by it) and the other directors, officers, partners, stockholders, members and managers of the Reporting Persons expressly disclaim any beneficial ownership of any shares held by LCP as defined in Rule 13d-3. The aggregate number of shares of Class A Common Stock beneficially owned by the Reporting Persons is 33,356,338, which represents approximately 26.6% of the outstanding shares of the Issuer's common stock, based on an aggregate of 125,329,053 shares of Class A Common Stock outstanding, as of May 4, 2021.

Each of the Reporting Persons is responsible for the completeness and accuracy of the information concerning it contained herein but is not responsible for the completeness and accuracy of the information concerning the other Reporting Persons, except to the extent that he, she or it knows or has reason to believe that such information is inaccurate.

Information regarding the directors and executive officers of each of LCP and Linden Capital III LLC is as set forth in Exhibit 2 attached hereto.

(b) The address of the principal business and principal office of each of the Reporting Persons is c/o Linden Capital Partners LLC, 150 North Riverside Plaza, Suite 5100, Chicago, Illinois 60606.

(c) The Reporting Persons are primarily involved in investment activities, and the principal business address of each Reporting Person is set forth in (b).

(d) During the past five years, none of the persons for whom information has been provided in this Item 2 has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the persons for whom information has been provided in this Item 2 was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each natural person for whom information is provided in this Item 2 is a citizen of the United States. LCP and Linden Capital III LC are Delaware limited liability companies. Linden Manager III LP, Linden Capital Partners III LP and Linden Capital Partners III-A LP are Delaware limited partnerships.

Item 3. Source and Amount of Funds or Other Consideration.

On December 8, 2020, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Vesper Healthcare Acquisition Corp., Hydrate Merger Sub I, Inc., a Delaware corporation and wholly owned subsidiary of the Issuer, Hydrate Merger Sub II, LLC, a Delaware limited liability company and wholly owned subsidiary of the Issuer, LCP Edge Intermediate, Inc., a Delaware corporation and indirect parent of Edge Systems LLC d/b/a The HydraFacial Company ("HydraFacial"), and LCP, which provided for, among other things, a series of mergers that resulted in the acquisition of HydraFacial by the Issuer. As a result of the consummation of the Business Combination on May 4, 2021 (the "Closing"), LCP acquired 33,356,338 shares of the Issuer's Class A Common Stock.

In addition to shares received at the Closing, LCP may be entitled to receive up to the equivalent of \$75,000,000 shares of the Issuer's Class A Common Stock if certain acquisition targets identified by HydraFacial are acquired before or within one year after the Closing.

Item 4. Purpose of Transaction.

The information set forth in Items 2 and 6 of this Schedule 13D is incorporated by reference in its entirety into this Item 4.

By virtue of their voting power and board representation, the Reporting Persons have influence over amendments to the Issuer's certificate of incorporation and bylaws and approval of significant corporate transactions, including mergers and sales of substantially all of the Issuer's assets.

In addition, the Reporting Persons have influence over the Issuer's corporate activities, which may relate to, among other things, the Issuer's capitalization, management, business, operations, corporate governance, strategy, future plans and the other transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Additionally, the Reporting Persons review on a continuing basis their investment in the Issuer. Based on such review, one or more of the Reporting Persons, individually or in the aggregate, from time to time, may acquire, or cause to be acquired, through open market purchases, privately negotiated agreements or otherwise, additional securities or assets of the Issuer or its subsidiaries, dispose of, or cause to be disposed, securities of the Issuer or its subsidiaries (subject to the lock-up agreement described below), enter into or unwind hedging or other derivative transactions with respect to securities of the Issuer or its subsidiaries, form joint ventures with the Issuer or its subsidiaries, pledge their interest in securities of the Issuer or its subsidiaries as a means of obtaining liquidity or as credit support for loans for any purpose, or formulate other purposes, plans or proposals regarding the Issuer, its subsidiaries or any of their respective securities or assets, in light of the Reporting Persons' investment mandates and the general investment and trading policies of the Reporting Persons, the Issuer's business and prospects, financial condition and operating results, general market and industry conditions or other factors. In addition, the Reporting Persons and their representatives and advisers will engage in communications with the Issuer's other directors and members of management and other security holders, industry participants and other interested parties concerning the Issuer, including with respect to the types of transactions disclosed in this paragraph or otherwise referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons will exercise any and all of their rights in a manner consistent with their direct and indirect equity interests, contractual rights and restrictions and other duties, if any. The Reporting Persons will, at any time from time to time, review or reconsider their position or change their purpose or formulate plans, strategies or proposals and take such actions with respect to the Issuer. These potential actions could involve one or more of the events or transactions disclosed in this paragraph or otherwise referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D.

As of and giving effect to the Closing, LCP held 33,356,338 shares of the Class A Common Stock. Following the Closing, LCP intends to enter into a Distribution and Redemption Agreement with certain management unitholders of LCP, pursuant to which LCP will distribute shares of Class A Common Stock to such management unitholders. The Class A Common Stock to be received by management unitholders in connection with the Distribution and Redemption Agreement will be subject to applicable lock-up provisions. The description of the Distribution and Redemption Agreement contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 4 hereto and incorporated by reference herein.

Except as set forth in this Schedule 13D, as of the date hereof, none of the Reporting Persons presently has any additional plans or proposals that relate to or would result in any of the transactions enumerated in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Notwithstanding the foregoing, the Reporting Persons reserve the right to effect any such actions as any of them may deem necessary or appropriate in the future.

Item 5. Interest in Securities of the Issuer.

(a) Aggregate number and percentage of securities.

The percentage of beneficial ownership in this Statement is based on an aggregate of 125,329,053 shares of Class A Common Stock outstanding as of May 4, 2021, based on information furnished by the Issuer.

LCP directly holds 33,356,338 shares of Class A Common Stock. Each of the Reporting Persons, as a result of the relationships described in Item 2, may be deemed to directly or indirectly beneficially own the shares of Class A Common Stock held by LCP and reported on the cover pages to this Statement for such Reporting Person. See also items 11 and 13 of the cover pages to, and Item 2 of, this Statement for the aggregate number of shares of Class A Common Stock and percentage of Class A Common Stock beneficially owned by each of the Reporting Persons.

The aggregate number of shares of Class A Common Stock beneficially owned collectively by LCP and the Reporting Persons is 33,356,338, which represents approximately 26.6% of the outstanding shares of the Issuer's common stock, based on an aggregate of 125,329,053 shares of Class A Common Stock, as of May 4, 2021.

(b) Power to vote and dispose. The aggregate number of shares of Class A Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Statement and are incorporated herein by reference.

(c) Transaction within the past 60 days. Except as set forth herein, including in Items 3, 4 and 6 which are incorporated herein by reference, none of the Reporting Persons has effected any transactions related to the Class A Common Stock during the past 60 days.

(d) Certain rights of other persons. Except as described herein, to the knowledge of the Reporting Persons, only the Reporting Persons have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, the Class A Common Stock of the Issuer reported by this Statement.

(e) Date ceased to be a 5% owner. Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Securities of the Issuer.

The information provided or incorporated by reference in Items 2, 3, 4 and 5 is hereby incorporated by reference herein.

Investor Rights Agreement

Concurrently with the Closing, the Issuer and LCP, HydraFacial's majority stockholder, entered into an investor rights agreement (the "Investor Rights Agreement"), pursuant to which LCP has the right to designate a number of directors for appointment or election to the Board as follows: (i) one director for so long as LCP holds at least 10% of the outstanding Class A Common Stock, (ii) two directors for so long as LCP holds at least 15% of the outstanding Class A Common Stock, and (iii) three directors for so long as LCP holds at least 40% of the outstanding Class A Common Stock. Pursuant to the Investor Rights Agreement, for so long as LCP holds at least 10% of the outstanding Class A Common Stock, LCP will be entitled to have at least one of its designees represented on the compensation committee and nominating committee and corporate governance committee of the Issuer's board of directors.

The description of the Investor Rights Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 5 hereto and incorporated by reference herein.

Lock-Up Agreement and Amended and Restated Registration Rights Agreement

Concurrently with the Closing, LCP and DW Healthcare Partners IV (B), L.P. ("DWHP") entered into a lock-up agreement (the "Lock-Up Agreement") and an amended and restated registration rights agreement (the "Registration Rights Agreement") with the Issuer and certain other subsidiaries, pursuant to which LCP has customary registration rights with respect to shares of Class A Common Stock issued as consideration in the Business Combination and agreed, subject to limited exceptions, not to transfer such shares for a period of 180 days following the Closing.

The description of the Lock-Up Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 6 hereto and incorporated by reference herein.

The description of the Registration Rights Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 7 hereto and incorporated by reference herein.

Amended and Restated Management Services Agreement

On the closing date of the Business Combination, the Issuer, its subsidiary, Edge Systems LLC, and Linden Manager III LP entered into an Amended and Restated Management Services Agreement pursuant to which the Linden Manager III LP may continue to provide advisory services at the request of the Issuer related to mergers and acquisitions. As consideration for such services, the Issuer will pay a fee, equal to 1% of enterprise value, to the Linden Manager III LP upon the consummation of any such transaction.

The description of the Amended and Restated Management Services Agreement is not intended to be complete and is qualified in its entirety by reference to such agreement, which is filed as Exhibit 8 hereto and is incorporated by reference herein.

Item 7. Materials to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 1	Joint Filing Agreement among the Reporting Persons, dated as of May 14, 2021.
Exhibit 2	Directors and Executive Officers of LCP and Linden Capital III LLC.
Exhibit 3	Agreement and Plan of Merger, dated as of December 8, 2020, by and among the Issuer, Hydrate Merger Sub I, Inc., Hydrate Merger Sub II, LLC, LCP Edge Intermediate, Inc. and LCP, in its capacity as the Stockholders' Representative (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on December 9, 2020).
Exhibit 4	Form of Distribution Agreement and Redemption Agreement, by and between management unitholder and LCP.
Exhibit 5	Investor Rights Agreement, dated as of May 4, 2021, by and between the Issuer and LCP (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed on May 10, 2021).
Exhibit 6	Lock-Up Agreement, dated as of May 4, 2021, by and among the Issuer, BLS Investor Group LLC, LCP and DWHP.
Exhibit 7	Amended and Restated Registration Rights Agreement, dated as of May 4, 2021, by and among the Issuer, BLS Investor Group LLC, LCP and DWHP (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed on May 10, 2021).
Exhibit 8	Amended and Restated Management Services Agreement dated as of May 4, 2021, by and among Linden Manager III LP, Edge Systems LLC d/b/a The HydraFacial Company and the Issuer (incorporated by reference to Exhibit 10.14 to the Issuer's Current Report on Form 8-K filed on May 10, 2021).
Exhibit 9	Power of Attorney.

Signatures

After reasonable inquiry and to the best knowledge and belief of the undersigned, such person certifies that the information set forth in this Statement with respect to such person is true, complete and correct.

LCP EDGE HOLDCO LLC

Date: May 14, 2021

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL III LLC

Date: May 14, 2021

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN MANAGER III LP

By: Linden Capital III LLC
Its: General Partner

Date: May 14, 2021

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL PARTNERS III LP

By: Linden Manager III LP
Its: General Partner

By: Linden Capital III LLC
Its: General Partner

Date: May 14, 2021

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL PARTNERS III-A LP

By: Linden Manager III LP
Its: General Partner

By: Linden Capital III LLC
Its: General Partner

Date: May 14, 2021

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

Date: May 14, 2021

Signature /s/ Brian Miller

Name: Anthony Davis, by Brian Miller, Attorney-in-fact

Date: May 14, 2021

Signature /s/ Brian Miller

Name: Brian Miller

JOINT FILING AGREEMENT

In accordance with the requirements of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, and subject to the limitations set forth therein, the parties set forth below agree to jointly file the Schedule 13D to which this joint filing agreement is attached, and any subsequent amendments thereto, and have duly executed this joint filing agreement as of the date set forth below.

Date: May 14, 2021

LCP EDGE HOLDCO LLC

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL III LLC

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN MANAGER III LP

By: Linden Capital III LLC
Its: General Partner

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL PARTNERS III LP

By: Linden Manager III LP
Its: General Partner

By: Linden Capital III LLC
Its: General Partner

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

LINDEN CAPITAL PARTNERS III-A LP

By: Linden Manager III LP
Its: General Partner

By: Linden Capital III LLC
Its: General Partner

Signature /s/ Brian Miller
Name: Brian Miller
Title: Co-Founder & Managing Partner

Signature /s/ Anthony Davis
Name: Anthony Davis

Signature /s/ Brian Miller
Name: Brian Miller

**DIRECTORS AND EXECUTIVE OFFICERS OF
LCP EDGE HOLDCO LLC AND LINDEN CAPITAL III LLC**

LCP Edge Holdco LLC

<u>Board of Managers</u>	<u>Present Principal Occupation or Employment and Principal Business and Business Address</u>	<u>Citizenship(s)</u>
Brian Miller	Managing Partner of Linden Capital Partners, L.P., 150 North Riverside Plaza, Suite 5100, Chicago, Illinois 60606	United States
Kamlesh Shah	Partner, Linden Capital Partners, L.P., 150 North Riverside Plaza, Suite 5100, Chicago, Illinois 60606	United States
Doug Schillinger	Managing Member of DW Healthcare Partners IV (B), LP, 1413 Center Drive, Suite 220, Park City, Utah 84098	United States
Clinton E. Carnell	Chief Executive Officer, The Beauty Health Company 2165 Spring St., Long Beach, CA, 90806	United States
Stephen Fanning	Chief Executive Officer, Spectrum Solutions, Inc. 12248 S. Lone Peak Parkway, Draper, UT, 84020	United States
Michelle Kerrick	Director, The Beauty Health Company 2165 Spring St., Long Beach, CA, 90806	United States

<u>Executive Officers</u>	<u>Present Principal Occupation or Employment and Principal Business and Business Address</u>	<u>Citizenship(s)</u>
Clinton E. Carnell	Chief Executive Officer, The Beauty Health Company 2165 Spring St., Long Beach, CA, 90806	United States
Liyuan Woo	Chief Financial Officer, The Beauty Health Company 2165 Spring St., Long Beach, CA, 90806	United States

Linden Capital III LLC

<u>Board of Managers</u>	<u>Present Principal Occupation or Employment and Principal Business and Business Address</u>	<u>Citizenship(s)</u>
Brian Miller	Managing Partner of Linden Capital Partners, L.P., 150 North Riverside Plaza, Suite 5100, Chicago, Illinois 60606	United States
Anthony Davis	Managing Partner, Linden Capital Partners, L.P., 150 North Riverside Plaza, Suite 5100, Chicago, Illinois 60606	United States

DISTRIBUTION AND REDEMPTION AGREEMENT

THIS DISTRIBUTION AND REDEMPTION AGREEMENT (this "Agreement"), dated as of [●], 2021, is by and between LCP Edge Holdco, LLC, a Delaware limited liability company (the "Company"), and the undersigned member of the Company (the "Member"). Capitalized terms used but not defined herein will have the meanings given thereto in the Operating Agreement (as defined below).

RECITALS

A. The Company, Vesper Healthcare Acquisition Corp., a Delaware corporation ("Vesper"), Hydrate Merger Sub I, Inc., a Delaware corporation, Hydrate Merger Sub II, LLC, a Delaware limited liability company and LCP Edge Intermediate, Inc., a Delaware corporation ("LCP Edge Intermediate") have entered into an Agreement and Plan of Merger, dated as of December 8, 2020 (the "Merger Agreement"), pursuant to which, upon the consummation of the transactions contemplated thereby, Vesper will acquire 100% of the equity interests of LCP Edge Intermediate.

B. The Member is (a) the owner of Common Units and Preferred Units of the Company (the "Owned Interests") as set forth on the Member's signature page hereto, and (b) a party to that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 1, 2016, as the same may have been amended (the "Operating Agreement").

C. The Company and DW Healthcare Partners IV (B), L.P., a Delaware limited partnership, collectively, own 100% of the issued and outstanding shares of common stock and preferred stock of LCP Edge Intermediate.

D. In connection with the transactions contemplated by the Merger Agreement, the Company desires to distribute the Distributed Interests (as defined below) to the Member in exchange for the Redeemed Interests (as defined below).

E. The Member desires to exchange the Redeemed Interests for the Distributed Interests.

F. The Member acknowledges that, concurrently with the execution and delivery of this Agreement, he or she will deliver an executed lock-up agreement in the form attached hereto as Exhibit A (the "Lock-Up Agreement").

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Agreement:

(a) "Additional Consideration" means, with respect to the Member, such Member's right to receive a pro rata share of (i) the Earnout Shares (as defined in the Merger Agreement) and (ii) the Final Merger Consideration Surplus, if any.

(b) "Cash Payment" means, with respect to the Member, the amount of the Closing Cash Consideration (as defined in the Merger Agreement) attributable to the Member's Owned Interests, as set forth on the Member's signature page hereto.

(c) “Closing Stock Consideration” means, with respect to the Member, such Member’s pro rata share of the Class A Common Stock of Vesper received by the Company at the closing of the transactions contemplated by the Merger Agreement.

(d) “Distributed Interests” means, with respect to the Member, an amount equal to (i) the Cash Payment plus (ii) the Closing Stock Consideration plus (iii) the right to receive any Additional Consideration.

(e) “Operating Agreement” means that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 1, 2016, as may be amended or modified from time to time in accordance with its terms.

(f) “Redeemed Interests” means, with respect to the Member, 100% of the Member’s Owned Interests that are vested as of immediately following the Second Effective Time (as defined in the Merger Agreement).

2. Representations, Warranties and Covenants of the Member. The Member hereby represents, warrants and covenants to the Company that:

(a) The Member is represented by, or has had the opportunity to engage separate legal counsel, has reviewed the terms of this Agreement, has had the opportunity to ask any questions in connection herewith and fully understands all the terms and conditions of this Agreement. The Member acknowledges that the law firm of Kirkland & Ellis LLP (“Company Counsel”) has acted as counsel for the Company in connection with the negotiation and execution of this Agreement and that the Member is not relying upon Company Counsel to act as its, his or her personal attorney in connection with any matter relating to this Agreement.

(b) The Member’s home address or principal place of business is set forth on the signature page hereto.

(c) The Member has all requisite power, capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Member and the consummation by the Member of the transactions contemplated hereby have been duly authorized by all necessary action, if any, on the part of the Member. This Agreement has been duly executed and delivered by the Member and constitutes a valid and binding obligation of the Member, enforceable against the Member in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally and to general principles of equity.

(d) The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach or violation of or default (with or without notice or lapse of time or both) under, or require notice to or the consent of any person under, any agreement, law, rule, regulation, judgment, order or decree by which the Member is bound, other than any restriction on transfer under any agreement to which the Company and the Member are a party (including the Operating Agreement).

(e) The Member has sole voting power and sole power of disposition with respect to all of the Owned Interests with no limitations, qualifications or restrictions on such rights and powers. The Redeemed Interests will be transferred to the Company pursuant to this Agreement, free and clear of any security interests, claims, liabilities, mortgages, pledges, assessments and other encumbrances and liens of every kind or nature whatsoever (“Liens”) other than the Permitted Liens. For purposes of this Agreement, “Permitted Liens” will mean any Lien created or made under any agreement to which the Company and the Member are a party (including the Operating Agreement).

3. Distribution and Redemption. Effective immediately following the Second Merger (as defined in the Merger Agreement) and subject to the terms and conditions set forth in this Agreement, the Member hereby irrevocably agrees to assign, transfer, convey and deliver to the Company all right, title and interest in the Redeemed Interests, free and clear of any and all Liens other than the Permitted Liens and the Company hereby agrees to accept the Redeemed Interests, free and clear of any and all Liens other than the Permitted Liens in complete redemption of the Member's Owned Interest in the Company. In consideration of the Redeemed Interests, the Company will distribute, assign and deliver to the Member all right, title and interest in the Distributed Interests, free and clear of any and all Liens, other than the Permitted Liens, such distribution being conditioned upon the receipt by the Company of the Member's executed Lock-Up Agreement. For the avoidance of doubt, with respect to the Redeemed Interests, the distribution of the Distributed Interests to the Member as set forth herein constitutes the entirety of the distributions to which the Member is entitled under the Operating Agreement, and the Member has no right to, or any interest in, any subsequent distributions from the Company or pursuant to the Operating Agreement.

4. Identification of Units. The Company will, to the extent possible, distribute (and be deemed to distribute) to the Member the same property (if any) that was contributed (or deemed contributed) by the Member to the Company in complete redemption of the Member's Owned Interests; provided, however, no party is providing any covenant, representation or guarantee with respect to such treatment. Each of the parties hereto, to the extent advised by their accountants, will prepare and file all tax returns in a manner consistent with such treatment, unless otherwise required by law.

5. Termination. In the event that the Merger Agreement terminates in accordance with its terms at any time prior to the consummation of the transactions contemplated thereby, then this Agreement will also terminate and be of no further force or effect simultaneously with such termination.

6. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same instrument. This Agreement, and all notices or other documents delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of .pdf or other means of electronic transmission, will be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. Governing Law. This letter agreement will be construed and governed in accordance with the laws of the State of Delaware, without regard to laws regarding conflicts of law.

8. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid and (b) when transmitted via electronic mail to the e-mail addresses set out below. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

(a) If to the Company:

c/o Linden Capital Partners LLC
150 North Riverside Plaza
Suite 5100
Chicago, IL 60606
Attn: Anthony Davis
Kam Shah
E-mail: tdavis@lindenllc.com
kshah@lindenllc.com

With a copy to (which will not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attn: Robert A. Wilson, P.C.
Maggie Flores
E-mail: rwilson@kirkland.com
maggie.flores@kirkland.com

(b) If to the Member, to the address set forth on the signature page hereto.

or such other address as such party hereto may have given to the other parties by notice pursuant to this [Section 8](#).

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representative, heirs, administrators, executors, successors and permitted assigns. The Member will not assign any of its rights or obligations under this Agreement without the prior written consent of the Company.

10. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company and the Member, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and will not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof. The representations and warranties of the Member contained herein will survive the consummation of the transactions contemplated hereby.

12. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid and unenforceable.

13. Trial by Jury. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM INVOLVING THE FINANCING SOURCES UNDER THE DEBT FINANCING), REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING.

14. Submission to Jurisdiction. THE PARTIES HERETO AGREE THAT JURISDICTION AND VENUE IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY ANY PARTY IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER SHALL PROPERLY AND EXCLUSIVELY LIE IN ANY FEDERAL OR STATE COURT LOCATED IN DELAWARE. EACH PARTY ALSO AGREES NOT TO BRING ANY SUIT, ACTION, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER IN ANY OTHER COURT. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO ANY SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH SUIT, ACTION, OR PROCEEDING. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT. NOTWITHSTANDING THE FOREGOING, NO PARTY HERETO, NOR ANY OF ITS AFFILIATES, SECURITY HOLDERS, SHAREHOLDERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, OTHER REPRESENTATIVES AND SUCCESSORS AND ASSIGNS, WILL BRING, OR SUPPORT THE BRINGING OF, ANY CLAIM, WHETHER AT LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY FINANCING SOURCE, IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE DEBT COMMITMENT LETTER, FEE LETTER OR THE PERFORMANCE THEREOF, ANYWHERE OTHER THAN IN (I) A NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK OR (II) THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (BOROUGH OF MANHATTAN) AND FURTHER AGREE TO WAIVE AND HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW HAVE OR HEREAFTER HAVE TO THE LAYING OF VENUE OF, AND THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF, ANY SUCH ACTION IN ANY COURT.

15. No Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties hereto, and their respective successors and permitted assigns, as the case may be, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party hereto, nor will any provision of this Agreement give any third parties any right of subrogation or action over or against any party hereto.

16. Remedies Cumulative. All remedies of the parties provided herein will, to the extent permitted by law, be deemed cumulative and not exclusive of any other remedies available to the parties, by judicial proceedings or otherwise and every remedy given herein or by law to any party hereto may be exercised from time to time, and as often as will be deemed expedient, by such party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Distribution and Redemption Agreement on the date first written above.

COMPANY:

LCP EDGE HOLDCO, LLC

By: _____
Name:
Its: Authorized Signatory

MEMBER:

Name:

Preferred Units:

Common Units:

Incentive Units:

Participation Threshold:

Cash Payment:

Member's Home or Office Address:

Email:

Exhibit A

Form of Lock-Up Agreement

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this “**Agreement**”) is made and entered into as of May 4, 2021, by and among The Beauty Health Company, a Delaware corporation (“**Parent**”), BLS Investor Group, LLC, a Delaware limited liability company (“**Sponsor**”), LCP Edge Holdco, LLC, a Delaware limited liability company (“**Holdco**”) and DW Healthcare Partners IV (B), L.P., a Delaware limited partnership (“**DWHP**”) and, together with Holdco, the “**Company Stockholders**”). Capitalized terms used but not otherwise defined in this Agreement have the meaning ascribed to such term in the Agreement and Plan of Merger, dated as of December 8, 2020, by and among LCP Edge Intermediate, Inc., a Delaware corporation (the “**Company**”), Parent, Hydrate Merger Sub, Inc., a Delaware corporation (“**Merger Sub I**”), Hydrate Merger Sub, LLC, a Delaware limited liability company (“**Merger Sub II**”) and Holdco (as it may be amended or supplemented from time to time, the “**Merger Agreement**”). The Company Stockholders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 1 are referred to herein, individually, as a “**Holder**” and, collectively, as the “**Holder**s.” Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

WHEREAS, pursuant to the Merger Agreement, and in view of the valuable consideration to be received by the parties thereunder, the parties desire to enter into this Agreement, pursuant to which the Holders’ Parent Common Stock (the “**Restricted Securities**”) shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Lock-Up Provisions.

(a) The Holders hereby agree not to, during the period commencing from the Closing and through the earlier of (x) the one hundred and eightieth (180) day anniversary of the date of the Closing and (y) the date after the Closing on which Parent consummates a Change of Control (as defined below) (the “**Lock-Up Period**”); sell, transfer to another or otherwise dispose of, in whole or in part, the Restricted Securities, whether any such transaction is to be settled by delivery of Restricted Securities or other securities, in cash or otherwise (any of the foregoing, a “**Prohibited Transfer**”). The foregoing sentence shall not apply to:

(A) the transfer of any or all of the Restricted Securities by a *bona fide* gift or charitable contribution, on death by will or intestacy to a member of such Holders’ immediate family or to a trust, the beneficiaries of which are exclusively the undersigned and/or a member or members of such Holders’ immediate family or an affiliate of such person or pursuant to a qualified domestic relations order;

(B) the transfer of any or all of the Restricted Securities to any Permitted Transferee; or

(C) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Restricted Securities; provided, that such plan does not provide for the transfer of Restricted Securities during the Lock-Up Period;

provided, however, that in any of cases (A) or (B), it shall be a condition to such transfer that the transferee, if not a Company Stockholder, enters into a written agreement with the Company agreeing to be bound by the restrictions herein; provided, further, that in any of cases (A) or (B) such transfer or distribution shall not involve a disposition for value.

As used in this Agreement, the term “**Change of Control**” shall mean any *bona fide* third-party tender offer, merger, consolidation or other similar transaction the result of which is that (i) any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of Parent or (ii) all of the Company’s stockholders have the right to exchange their shares of Parent Common Stock for cash, securities or other property.

As used in this Agreement, the term “**Permitted Transferee**” shall mean:

(i) as a distribution to the direct or indirect general partners, limited partners, shareholders, members of, stockholders, unitholders or owners of similar equity interests in a Holder;

(ii) to any affiliate of a Company Stockholder or to any fund or other entity controlled or managed by such entity or any of its affiliates, or to an investment manager or investment advisor of a Company Stockholder or an affiliate of any such investment manager or investment advisor; or

(iii) to a nominee or custodian of a person or entity to whom a distribution or transfer would be permissible under (i) or (ii) above.

The Holders further agree to execute such agreements as may be reasonably requested by Parent that are consistent with the foregoing or that are necessary to give further effect thereto.

(b) If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void *ab initio*, and Parent shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Section 1, Parent may impose stop-transfer instructions with respect to the Restricted Securities (and permitted transferees and assigns thereof) until the end of the Lock-Up Period.

(c) During the Lock-Up Period, each certificate or book-entry position evidencing any Restricted Securities shall be marked with a legend in substantially the following form, in addition to any other applicable legends:

“THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF MAY

4, 2021, BY AND AMONG THE ISSUER OF SUCH SECURITIES AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST.”

(d) For the avoidance of doubt, each Holder shall retain all of its rights as a shareholder of Parent with respect to the Restricted Securities during the Lock-Up Period, including the right to vote any Restricted Securities that are entitled to vote.

2. Miscellaneous.

(a) Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement and all obligations of a Holder are personal to such Holder and may not be transferred or delegated at any time.

(b) Third Parties. Nothing contained in this Agreement shall be construed to confer upon any person who is not a signatory hereto any rights or benefits, as a third party beneficiary or otherwise.

(c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without reference to its choice of law rules that would require the application of the laws of another jurisdiction). Each party hereto hereby irrevocably and unconditionally (a) agrees that all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall only be brought in the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, then in the applicable Delaware state court), or if under applicable law exclusive jurisdiction of such claim or cause of action is vested in the federal courts, then the United States District Court for the District of Delaware, (b) expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof, and (c) waives and agrees not to raise (by way of motion, as a defense or otherwise) any and all jurisdictional, venue and convenience objections or defenses that such party may have in such action or proceeding.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2(D).

(e) Interpretation. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words “without limitation”; (iii) the words “herein,” “hereto,” and “hereby” and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement; and (iv) the term “or” means “and/or”. The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(f) Notices. All notices or other communications, including service of process, required or permitted hereunder shall be in writing and shall be deemed given or delivered and received on the earliest of (a) the day when delivered, if delivered personally, (b) one (1) Business Day after deposit with a nationally recognized courier or overnight service such as Federal Express (or upon any earlier receipt confirmed in writing by such service), (c) five (5) Business Days after mailing via U.S. certified mail, return receipt requested, or (d) the date sent, with no mail undeliverable or other rejection notice, if sent by email, in each case addressed as follows:

If to Parent:

Vesper Healthcare Acquisition Corp.
1819 West Avenue, Bay 2
Miami Beach, FL 33139
Attention: Brenton L. Saunders
Manisha Narasimhan
Email: Brent.Saunders@vesperhealth.com
Manisha.Narasimhan@vesperhealth.com

with a copy to (which will not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Andrew R. Brownstein
Igor Kirman
DongJu Song
Email: ARBrownstein@wlrk.com
IKirman@wlrk.com
DSong@wlrk.com

If to Sponsor:

BLS Investor Group, LLC
1819 West Avenue, Bay 2
Miami Beach, FL 33139
Attention: Brenton L. Saunders
Manisha Narasimhan

with a copy to (which will not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Andrew R. Brownstein
Igor Kirman
DongJu Song
Email: ARBrownstein@wlrk.com
IKirman@wlrk.com
DSong@wlrk.com

If to Holdco:

LCP Edge Holdco, LLC
c/o Linden Capital Partners LLC
150 North Riverside Plaza, Suite 5100
Chicago, IL 60606
Attention: Brian Miller
Kam Shah
Email: bmiller@lindenllc.com
kshah@lindenllc.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Robert A. Wilson, P.C.
Maggie D. Flores
Email: robert.wilson@kirkland.com
maggie.flores@kirkland.com

If to DWHP:

DW Healthcare Partners IV (B), LP
1413 Center Drive, Ste 220
Park City, Utah 84098
Attention: Doug Schillinger
Email: dschillinger@dwhp.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Robert A. Wilson, P.C.
Maggie D. Flores
Email: robert.wilson@kirkland.com
maggie.flores@kirkland.com

(g) Amendments and Waivers. Only upon the approval by a majority of the members of the Board of Directors of Parent then in office that qualify as “independent” for purposes of audit committee membership under Section 10A-3 under the Exchange Act of 1934, as amended, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived by Parent, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of Restricted Securities, shall require the consent of the Holder so affected. No course of dealing between any Holder or Parent and any other party hereto or any failure or delay on the part of a Holder or Parent in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or Parent. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

(h) Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(i) Specific Performance. Each Holder acknowledges that its obligations under this Agreement are unique, recognizes and affirms that in the event of a breach of this Agreement by such Holder, money damages will be inadequate and Parent will have no adequate remedy at law, and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by such Holder in accordance with their specific terms or were otherwise breached. Accordingly, Parent shall be entitled to an injunction or restraining order to prevent breaches of this Agreement by a Holder and to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

(j) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled; provided, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the parties under the Merger Agreement or any documents related thereto or referred to therein. Notwithstanding the foregoing, nothing in this Agreement

shall limit any of the rights or remedies of Parent or any of the obligations of any of the Holders under any other agreement between any of the Holders and Parent or any certificate or instrument executed by any of the Holders in favor of Parent, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of Parent or any of the obligations of any of the Holders under this Agreement.

(k) Further Assurances. From time to time, at another party's request and without further consideration (but at the requesting party's reasonable cost and expense), each party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

(l) Counterparts; Facsimile. This Agreement may also be executed and delivered by facsimile signature or by other electronic means in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above.

THE BEAUTY HEALTH COMPANY

By: /s/ Brenton L. Saunders

Name: Brenton L. Saunders

Title: Executive Chairman

BLS INVESTOR GROUP LLC

By: /s/ Brenton L. Saunders

Name: Brenton L. Saunders

Title: Managing Member

LCP EDGE HOLDCO, LLC

By: /s/ Kamlesh Shah

Name: Kamlesh Shah

Title: Vice President, Assistant Treasurer and
Assistant Secretary

DW HEALTHCARE PARTNERS IV (B), L.P.

By: DW Healthcare Management IV, LP

Its: General Partner

By: DW Healthcare Management IV GP, LLC

Its: General Partner

By: /s/ Doug Schillinger

Name: Doug Schillinger

Title: Authorized Person

[Signature Page to Lock-Up Agreement]

POWER OF ATTORNEY

May 14, 2021

The undersigned constitutes and appoints Brian C. Miller, Robert A. Wilson, P.C., Monica J. Shilling, P.C. and Maggie D. Flores, or any of them acting singly, as the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, to sign any and all SEC statements of beneficial ownership of securities of The Beauty Health Company (the "Company") on Schedule 13D as required under Section 13 and Forms 3, 4 and 5 as required under Section 16(a) of the Securities Exchange Act of 1934, as amended, and any amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith, with the SEC, the Company and any stock exchange on which any of the Company's securities are listed, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each act and thing requisite and necessary to be done under said Section 13 and Section 16 (a), as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, may lawfully do or cause to be done by virtue hereof.

A copy of this power of attorney shall be filed with the SEC. The authorization set forth above shall continue in full force and effect until the undersigned revokes such authorization by written instructions to the attorneys-in-fact.

The authority granted hereby shall in no event be deemed to impose or create any duty on behalf of the attorneys-in-fact with respect to the undersigned's obligations to file Schedule 13Ds and Forms 3, 4 and 5 with the SEC.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date first written above.

LCP Edge Holdco LLC

/s/ Brian Miller

Name: Brian Miller

Title: Co-Founder & Managing Partner

Linden Capital III LLC

/s/ Brian Miller

Name: Brian Miller

Title: Co-Founder & Managing Partner

Linden Manager III LP

By: Linden Capital III LLC

Its: General Partner

/s/ Brian Miller

Name: Brian Miller

Title: Co-Founder & Managing Partner

Linden Capital Partners III LP

By: Linden Manager III LP

Its: General Partner

By: Linden Capital III LLC

Its: General Partner

/s/ Brian Miller

Name: Brian Miller

Title: Co-Founder & Managing Partner

[Signature Page to the Power of Attorney]

Linden Capital Partners III-A LP

By: Linden Manager III LP
Its: General Partner

By: Linden Capital III LLC
Its: General Partner

/s/ Brian Miller

Name: Brian Miller

Title: Co-Founder & Managing Partner

/s/ Anthony Davis

Name: Anthony Davis

/s/ Brian Miller

Name: Brian Miller

[Signature Page to the Power of Attorney]