

**LASERSCULPT, INC.****SUBSCRIPTION PACKAGE**

This Subscription Package relates to a private placement offering of certain units to be made by LaserSculpt, Inc. (the “*Company*”), a Delaware corporation.

This Subscription Package consists of the following:

- Two (2) copies of a Subscription Agreement (inclusive of Appendix I (Risk Factors) and Exhibit A (Form of Convertible Debentures) and B (Form of Common Stock Purchase Warrant) attached thereto)
- One (1) copy of a Confidential Investor Questionnaire
- One (1) signature page for the Convertible Debenture
- One (1) signature page for the Common Stock Purchase Warrant

Each Subscription Package is being provided to only the prospective investor whose name appears on the Subscription Agreements included in such Subscription Package and is not to be provided to, or used by, any other prospective investor.

In the event such prospective investor desires to subscribe for any of the units to be offered, such prospective investor must do the following:

1. After carefully reading, reviewing and understanding the Subscription Agreement, complete **BOTH** copies of the same by (a) completing the first page thereof (with the information called for therein) and (b) completing the signature page thereof (with the information called for therein) and signing such signature page.
2. Complete the Confidential Investor Questionnaire (including the signature page thereof) and sign the signature page thereof
3. Complete and sign the signature page for the Convertible Debenture
4. Complete and sign the signature page for the Common Stock Purchase Warrant
5. Deliver each of the foregoing documents (as so completed and signed), together with payment for the units being subscribed for, to LASERSCULPT, INC., 30 East 76<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10021, Attn: Steven A. Victor, Chairman and Chief Executive Officer

Such documents and payment should be delivered by no later than 5:00 PM on June 30, 2009 (which date is subject to extension by the Company at its sole option).

The Company reserves the right to accept any Subscription in whole or in part. In the event any subscription is rejected in whole, the full subscription payment made shall be refunded to the subscriber, without interest. In the event any Subscription is accepted by the Company, the Company shall execute a counterpart of the Subscription Agreement reflecting such Subscription

to the extent accepted and shall execute the signature pages for the Convertible Debenture and the Common Stock Purchase Warrant, which will be attached to and made a part of a complete Convertible Debenture and the Common Stock Purchase in the appropriate amount of each, with all of the foregoing being returned to the appropriate subscriber. To the extent any subscription is accepted in part, but not in whole, the balance of any subscription payment that was made to the Company with respect to that portion of the subscription that was not accepted will be returned to the relevant subscriber without interest.

**LASERSCULPT, INC.**  
**SUBSCRIPTION AGREEMENT**

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**Issuer:** LaserSculpt, Inc. (the “*Company*”)

**Issue:** Up to 30 Units, with each Unit being comprised of (a) a 10% convertible debenture in the original stated principal amount of \$100,000 and (b) a warrant to purchase shares of the Company’s common stock, par value \$0.0001 per share, at a exercise price of \$1.50 per share (subject to adjustment)

**Price Per Unit:** \$100,000.00

**Units Subscribed For:** \_\_\_\_\_

**Total Subscription Price:** \$ \_\_\_\_\_

**Name and Address of Subscriber:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street Address)

Telephone No.: \_\_\_\_\_

\_\_\_\_\_

(City and Province or Country)

\_\_\_\_\_

(Postal Code)

**Delivery Instructions:** The name and address (including contact name and telephone number) of the person to whom the certificates or other instruments representing the securities are to be delivered, if other than the Subscriber:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street Address)

Contact Name: \_\_\_\_\_

\_\_\_\_\_

(City and Province or Country)

Telephone No.: \_\_\_\_\_

\_\_\_\_\_

(Postal Code)

[ ]

To: LaserSculpt, Inc. (the “**Company**”)

Dear Sirs/Madams:

**Re: Private Placement of Units, each comprised of (a) a 10% convertible debenture in the original stated principal amount of \$100,000 and (b) a common stock warrant to purchase shares of the Company’s common stock, par value \$0.0001 per share, at a exercise price of \$1.50 per share (subject to adjustment)**

This Subscription Agreement is being delivered by the undersigned to the Company and constitutes an irrevocable offer by the undersigned to, on his, her or its own behalf, subscribe for, subject to the terms and conditions set forth herein, such number of Units (as defined below) as is stated on the cover page hereof at the purchase price of \$100,000.00 per Unit (the “**Purchase Price**”). The undersigned understands and acknowledges that the Units (and Constituent Securities (as defined below) for which he, she or it is hereby subscribing form part of an offering (such offering, the “**Offering**”) by the Company of up to 30 units, with each such unit (a “**Unit**”) to be comprised of (a) a 10% convertible debenture in the original stated principal amount of \$100,000 and (b) a common stock warrant to purchase 50,000 shares of the Company’s common stock, par value \$0.0001 per share, at a exercise price of \$1.50 per share (subject to adjustment). Any such 10% convertible debenture comprising a Unit is hereinafter sometimes referred to as a “**Debenture**,” any such warrant comprising a Units is hereinafter sometimes referred to as a “**Warrant**,” the Debentures and Warrants comprising any Units are hereinafter sometimes referred to collectively as “**Constituent Securities**” and the shares of the Company’s common stock (“**Common Stock**”), par value \$0.0001 per shares, issuable upon the conversion of any Debentures or the exercise of any Warrants are hereinafter sometimes referred to as the “**Underlying Shares**.” The form of the Debentures to be issued as part of the Offering is attached hereto as **Exhibit A**, and the form of the Warrants to be issued as part of the Offering is attached hereto as **Exhibit B**.

The undersigned acknowledges and understands that, in connection with his, her or its subscription, he, she or it must complete and execute **two (2) copies** of this Subscription Agreement (this “**Subscription Agreement**”), together with (a) a duly completed and signed Confidential Investor Questionnaire in the form included in the subscription package of which this Subscription Agreement was a part and (b) counterpart signature pages of the Debenture and the Warrant. The undersigned acknowledges and understands that this Subscription Agreement, together with the above-referenced documents, must be completed, executed and delivered to the Company at the address set out on the cover page hereof prior to 5:00 PM local time on June 30, 2009 (unless extended by the Company).

**References herein to the “undersigned,” the “Subscriber,” “I,” “me,” “mine” or “my” refer to the undersigned person or entity signing this Subscription Agreement and delivering it to the Company.**

**1. Subscription for Units**

I irrevocably subscribe for and agree to purchase, at the Purchase Price, the number of Units set forth on the cover page hereof.

**2. Acceptance of Subscription**

My subscription for Units and the Constituent Securities comprising the Units (the “**Subscription**”) is evidenced by my execution of this Subscription Agreement, and the Subscription is subject to acceptance or rejection by the Company in whole or in part. I understand that the Company reserves the right in its sole and absolute discretion to allot to me less than the number of Units subscribed for as referred to below.

If the Subscription is rejected in whole, any checks or drafts delivered by me to the Company representing the aggregate Purchase Price will be promptly returned to me by the Company without interest. If the Subscription is accepted only in part, a check representing the Purchase Price for that portion of the Subscription that is not accepted will be promptly delivered to me by the Company without interest.

**3. Conditions of Closing and Prospectus Exemptions**

I acknowledge and agree that the sale and delivery of the Units (and the Constituent Securities comprising the Units) to me are conditional upon such sale being exempt from any requirement to file a prospectus or otherwise register or qualify the Units (or any of the Constituent Securities, as applicable) under any federal or state securities or “blue sky” laws and from any requirement to deliver any offering memorandum (or similar document) under all applicable securities legislation, rules, regulations and policies.

**4. Delivery and Payment**

I hereby agree to (a) deliver to the Company the aggregate Purchase Price for the Units subscribed for by me either by a certified check, bank draft or other immediately available funds made payable to “LaserSculpt, Inc.” or (b) make such other arrangements for the payment of the aggregate Purchase Price for such Units as are acceptable to the Company.

**5. Access to Information**

I will keep confidential all information relating to the Company to which I have had access or that was otherwise provided to me orally or in writing, and I will not to distribute or otherwise disseminate or make available any such information to any other person or entity or otherwise exploit any such information.

**6. Representations and Warranties**

I hereby represent and warrant to the Company on my own behalf (which representations and warranties shall survive any closing or issuance to me of any Units or any Constituent Securities) that:

- A. I will execute and deliver all such documentation as may be required by applicable securities legislation to permit my purchase of Units (and the Constituent Securities, as applicable) on the terms herein set forth.
- B. I have the legal capacity and competence, and all requisite authority, to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto, and this Subscription Agreement has been duly authorized, executed and delivered by me and constitutes legal, valid, binding and enforceable obligations of mine, enforceable against me in accordance with the terms hereof.
- C. If I am a corporation or other entity, I have been duly incorporated or otherwise formed or organized and am validly subsisting under the laws of the jurisdiction of my incorporation or other formation or organization, all necessary approvals by directors, shareholders, members, partners and others have been given to authorize my execution, delivery and performance of this Subscription Agreement, and the execution and delivery of this Subscription Agreement by me and my performance of the transactions and obligations contemplated hereby will not result in the violation of any of the terms and provisions of any charter, by-laws or other documents of formation or governing instrument applicable to me, any agreement, written or oral, to which I may be a party or may be otherwise bound or any law, rule, regulation, court order, decree, judgment or other legal restriction applicable to me.
- D. If I am a corporation or other entity, I was not incorporated or otherwise formed, organized or created solely, nor am I being used primarily, to permit purchases of securities without a prospectus in reliance on a prospectus exemption or, if I was incorporated or otherwise formed, organized or created for such a purpose, every shareholder, partner, member, beneficiary and other participant in me is: (i) an "accredited investor" (as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and has properly completed, executed and delivered to the Company a copy of the Confidential Investor Questionnaire referred to above or (ii) is relying upon another exemption from applicable securities laws provided in this Subscription Agreement in acquiring any Units (and the Constituent Securities, as applicable).
- E. I acknowledge that (i) this Subscription Agreement and the Confidential Investor Questionnaire referred to above require me to provide certain personal information to the Company, (ii) such information is being collected by the Company for the purposes of completing the Offering, and (iii) my personal information may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities, (b) the Company's registrar and transfer agent and (c) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, I consent to the foregoing collection, use and disclosure of my personal information.
- F. I am a resident of the United States of America, residing at the address indicated in my Confidential Investor Questionnaire, or am a corporation or other entity formed in the United States.

- G. My representations, warranties and covenants set forth in this Subscription Agreement will be true and correct as of the date of execution of this Subscription Agreement and as of the time of my acceptance of any of the Units (and the Constituent Securities, as applicable) for which I have subscribed, as if repeated at such time (such time is hereinafter referred to as the "*Acceptance Date*"), and will survive the completion of the sale of any Constituent Securities to me.
- H. If, after the Acceptance Date and prior to the date on which I exercise any conversion right with respect to any Debenture(s) or any purchase right with respect to any Warrant(s), any of my representations, warranties and covenants set forth in this Subscription Agreement becomes untrue, incomplete or misleading in any respect or any of the information provided by me in my Confidential Investor Questionnaire becomes untrue, incomplete or misleading in any material respect, then I will promptly so advise the Company in writing (any such writing, an "*Amendatory Disclosure*"), and by exercising any conversion right with respect to any Debenture(s) or the exercise of any purchase right with respect to any Warrant(s), I acknowledge that I will thereby be reconfirming and representing to the Company that (except as expressly set forth in any Amendatory Disclosure theretofore delivered to the Company) my representations and warranties as set forth herein are true and correct in all material respects as if made again on and as of the date of such exercise.

8. **Subscriber's Acknowledgments**

I hereby acknowledge, agree, confirm, represent and warrant to the Company that:

- A. I have been advised and understand that (a) no federal or state securities commission or similar regulatory authority has (i) reviewed or passed on the merits of the Units (or any of the Constituent Securities or the Underlying Shares) or any offer or sale of the Units (or any of the Constituent Securities or the Underlying Shares) or (ii) made any finding or determination concerning the fairness or advisability of this investment and (b) there is no government or other insurance covering any of the Units (or of any of the Constituent Securities or the Underlying Shares).
- B. I have been advised and understand that the Units (and the Constituent Securities and the Underlying Shares) are subject to resale restrictions pursuant to applicable securities legislation. I agree not to resell or otherwise dispose of any of the Units (or any of the Constituent Securities and the Underlying Shares) for such period as is prescribed by applicable securities legislation and to file all required reports of the resale of any of the Units (or any of the Constituent Securities or the Underlying Shares) as may be required by applicable securities legislation within the time periods prescribed.
- C. I have been advised and understand that the certificates or other instruments representing the Constituent Securities and any Underlying Shares that are issued will bear a legend indicating the resale restrictions referred to above and such other legends as are required by law.

D. I have not received or reviewed any confidential offering memorandum, private placement memorandum, offering circular or similar document with respect to the Company or the Offering, and if I have received any confidential offering memorandum, private placement memorandum, offering circular or similar document, I have not relied on such confidential offering memorandum, private placement memorandum, offering circular or similar document (or any statement or other information contained therein) in deciding whether to invest in the Units (or any of the Constituent Securities) or the Company.

E. Except for this Subscription Agreement (inclusive of the schedules and exhibits attached hereto), (a) I have not received or been provided with any prospectus, offering memorandum or sales or advertising literature or any other document that purports to describe the business and affairs of the Company or that has been prepared primarily for delivery to and review by a prospective purchaser so as to assist the prospective purchaser to make an investment decision in respect of the Units (or any of the Constituent Securities) or the Company, and (b) neither the Company, nor any director, officer, employee or agent or other person acting for or on behalf of the Company, nor any other person, has made any written or oral representation or warranty to me with respect to the Company or its business or prospects or otherwise with respect to the Company or any other matter relevant or material to my decision to invest in the Units (or any of the Constituent Securities) or the Company, including, without limitation, with respect to any of the following matters:

- (i) that any person will resell or repurchase any of the Units (or any of the Constituent Securities);
- (ii) that any person will refund the Purchase Price for any of the Units or any portion of such Purchase Price; or
- (iii) as to the future price or value of any of the Units (or of any of the Constituent Securities or the Underlying Shares);

and, if any such representation or warranty has been made to me, I have not relied upon it.

F. I have had a reasonable and adequate opportunity to discuss the Company's business, management and financial affairs with directors, officers and/or other management of the Company and have had access to and have received all such information concerning the Company as I have considered necessary in connection with my investment decision. I have also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of the proposed investment being offered by the Company.

G. I have been advised and understand that the Company may be required to provide to the United States Securities and Exchange Commission (the "SEC"), as well as other state or foreign securities commissions and securities exchanges and other regulatory bodies, a list

setting forth the identities of the purchasers of the Units (or the Constituent Securities or the Underlying Shares).

- H. I have been advised and understand that the pricing of the Units (and the Constituent Securities and Underlying Shares) reflects a valuation of the Company as determined in the sole discretion of management of the Company and its financial advisors.
- I. My purchase of Units (or any of the Constituent Securities and the Underlying Shares) has not been made through or as a result of, and the distribution of Units (or any of the Constituent Securities) is not being accompanied by, an advertisement, including in electronic display, or general solicitation.
- J. I have been advised and understand that there are risks associated with the purchase of Units (and any Constituent Securities or Underlying Shares) and I am knowledgeable, sophisticated and experienced in business and financial matters and am capable of evaluating the merits and risks of the investment in Units (and the Constituent Securities and Underlying Shares), fully understand the investment in Units (and the Constituent Securities and Underlying Shares) and the restrictions on transfer applicable to Units (and the Constituent Securities and Underlying Shares) and am able to bear the economic risk of an investment in Units (and the Constituent Securities and Underlying Shares).
- K. I have been advised and understand that the Company is relying on an exemption from the requirement to provide me with a prospectus under applicable securities legislation and, as a consequence of acquiring any Units (and any Constituent Securities or Underlying Shares) pursuant to such exemption, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, will not be available to me.
- L. None of the funds being used to purchase any of the Units (or any of the Constituent Securities) are to my knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities.
- M. I have been advised and understand that all costs and expenses incurred by me (including any fees and disbursements of any counsel or other adviser retained by me) relating to my purchase of any Units (or any Constituent Securities) shall be borne by me.
- N. No representation has been made respecting the applicable holding periods or other resale restrictions applicable to the Units (or any of the Constituent Securities or the Underlying Shares).
- O. I have been advised to consult my own legal advisors with respect to trading in Units (and the Constituent Securities and Underlying Shares) and with respect to resale restrictions imposed thereon by applicable securities legislation.

- P. I have been advised and understand that I am responsible for obtaining such legal, financial and other advice as I consider appropriate in connection with my execution, delivery and performance of this Subscription Agreement and the transactions contemplated hereby.
- Q. I have been advised and understand that counsel to the Company is counsel to the Company only and is not counsel to me or any other purchaser of any of the Units (or any of the Constituent Securities or the Underlying Shares).

#### **9. Representations and Warranties of Subscriber**

I hereby further represent and warrant to, and covenant with, the Company and each officer, director and agent of the Company as follows:

- A. I am acquiring the Units (and the Constituent Securities and all Underlying Shares I may acquire) for my own account and not as an agent or otherwise for any other person or entity, and I have not offered or sold any portion of the Units (or any of the Constituent Securities and the Underlying Shares) and have no present intention of dividing my interest therein with others or of reselling or otherwise disposing of any portion of my Units (or any of my Constituent Securities and Underlying Shares) either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance.
- B. I have been advised and understand that the Company is considered a start-up stage company, that it has no operating history and there are significant risks associated with the purchase of Units (and any of the Constituent Securities and Underlying Shares). I am familiar with the business and financial condition, properties, operations and prospects of the Company. I have been advised and understand that any projections or other "forward-looking statements" (as defined in the Private Securities Litigation Reform Act of 1995), which are identified by the use of words such as "believes," "expects," "projects," and similar expressions, that may have been provided to me by or on behalf of the Company reflect the Company's current beliefs and are based on assumptions that the Company believes are reasonable and that such projections or other "forward-looking statements" are subject to uncertainties and risks that could cause actual results to differ materially from anticipated results..
- C. I (together with such attorney(s), accountant(s) and other advisor(s) as I may have elected to retain or use) have had a reasonable opportunity to ask questions of and receive answers from the Company or representatives thereof concerning the Company and its business, properties, prospects and financial condition and the potential purchase of Units (and the Constituent Securities) as contemplated hereby and all such questions have been answered to my full satisfaction.
- D. I understand that, unless I notify the Company in writing to the contrary at or before the issuance to me of any Units (or Constituent Securities or Underlying Shares), all of my representations and warranties contained in this Subscription Agreement and/or my Confidential Investor Questionnaire will be deemed to have been reaffirmed as of the date of each such issuance, taking into account all information received by me. Should I advise

the Company that any of such representations or warranties is not true, in any material respect, the Company shall have the unilateral right to terminate this Subscription Agreement, and return my subscription price, all without liability to me.

- E. In making my decision to acquire any Units (or any Constituent Securities) as contemplated hereunder, I am relying on my own knowledge of and familiarity with the Company and my own independent investigation and evaluation, and no statement, representation or warranty has been made to me by the Company or any officer, employee, agent or other representative thereof other than the representations of the Company contained herein. Without limiting the scope or generality of the foregoing, I hereby represent, confirm and acknowledge that I have not received any oral representation or warranty from the Company or any officer, employee, agent or other representative of the Company with respect to the Company, its financial condition or prospects or any other matter relevant to my decision to enter into this Subscription Agreement or to purchase any Units (or any Constituent Securities), and in the event I have received any such oral representation or warranty, I have not relied upon any such oral representation or warranty.
- F. I understand that the purchase of any Units (or any Constituent Securities, including the acquisition of any Underlying Shares) involves a high degree of risk, including the possible loss of the entire amount of my investment in the Units (or any Constituent Securities or Underlying Shares) and the Company. However, I have determined that the Units (and the Constituent Securities) contemplated hereunder to be acquired by me and any Underlying Shares I may subsequently acquire are a suitable investment for me. I have taken full cognizance of, and understand, all of the risks related to my purchase of such Units (and the Constituent Securities) and any Underlying Shares I may subsequently acquire and my investment in the Company. I acknowledge that I have sufficient financial resources and experience to bear the risk of a total loss of this investment in the Company. I have previously invested in start-up, development stage or venture capital transactions and can evaluate the risks involved. I understand that the factors that may cause any projected or anticipated financial and business results to differ materially from actual results include, without limitation, the risk factors and other investment considerations outlined or referred to in Appendix I attached hereto.
- G. I understand that estimates and projections, by their nature, involve significant risks and uncertainties, that the Company's actual results are likely to differ materially from those projected in any estimates or projections as a result of various factors, including, among others, those referred to above, that there can be no assurance that any estimates or projections will be attained, and that no estimates or projections should be relied upon as a promise or representation of any future performance. I further acknowledge and understand that (A) any financial projections that may have been provided by or on behalf of the Company are simply projections of potential future financial results and are not intended to constitute estimates of actual future performance, particularly as actual future performance will be subject to events outside of the Company's control, and (B) neither

the Company nor any of its directors, officers, employees and other agents can, and/or does, make any representation or warranty as to any future financial results.

- H. I have such knowledge, skill and experience in business, financial and investment matters so that I am capable of evaluating the merits and risks of an investment in the Company and purchase of Units (and the Constituent Securities, including, of any Underlying Shares upon the conversion of any Debenture(s) or upon the exercise of any Warrant(s)). To the extent necessary, I have retained, at my own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of this Subscription Agreement and the acquisition and ownership of Units (and the Constituent Securities).
- I. I am an “accredited investor” as defined in Rule 501(a) under the Securities Act. I agree to furnish any additional information requested to assure compliance with applicable federal and state securities laws in connection with the purchase and sale of the Units (or any Constituent Securities or Underlying Shares). I have completed, executed and delivered to the Company a Confidential Investor Questionnaire, which was included in the subscription package of which this Subscription Agreement was a part. The information contained such Confidential Investor Questionnaire, as completed by me and delivered to the Company, is complete and accurate.
- J. Any acquisition I make of any Units (or any Constituent Securities or any Underlying Shares) is solely for my own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of Units (or any Constituent Securities or any Underlying Shares). I understand that none of the Units, the Constituent Securities and the Underlying Shares has been registered under the Securities Act or any securities or “blue sky” laws of any state or other jurisdiction. I have been advised and understand that this is based upon exemptions under the provisions thereof, which exemptions depend, in part, upon my investment intent and upon the truth of the representations made by me in this Subscription Agreement and my Confidential Investor Questionnaire. I understand that the Company is relying upon the acknowledgments, representations and agreements contained in this Subscription Agreement and my Confidential Investor Questionnaire (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions and in otherwise completing the sale and issuance of Units (and of the Constituent Securities and any Underlying Shares) to me.
- K. I understand that the Units (and the Constituent Securities and any of the Underlying Shares) are, and for the foreseeable future will be, “restricted securities” under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that I may dispose of Units and Constituent Securities (and, as applicable, any Underlying Shares) only pursuant to an effective registration statement under the Securities Act or an exemption therefrom. I further understand that the Company has no obligation or current intention to register any Units (or any Constituent Securities or Underlying Shares), or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Accordingly, I understand that under the SEC’s rules, I may dispose of Units (and Constituent Securities and, as applicable, any Underlying

Shares) principally only in “private placements” that are exempt from registration under the Securities Act, in which event the transferee will acquire “restricted securities” subject to the same limitations as in my hands. As a consequence, I understand that I must bear the economic risks of the investment in Units (and the Constituent Securities and, as applicable, any Underlying Shares) acquired by me for an indefinite period of time.

- L. I understand that there is no public market for the Units (or any of the Constituent Securities and Underlying Shares), that such a public market may never develop, that my investment in Units (and any Constituent Securities) is likely to be a long-term investment and that the Company does not foresee paying dividends on any of its shares (including any Underlying Shares) for the foreseeable future.
- M. I agree that: (A) I will not sell, assign, pledge, give, transfer or otherwise dispose of (collectively, a “**Transfer**”) any Units (or any of the Constituent Securities or any Underlying Shares acquired by me) or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to an offering registered under the Securities Act and all other applicable securities and “blue sky” laws of any state or other relevant jurisdiction or in a transaction that is exempt from the registration provisions of the Securities Act and such other all applicable securities or “blue sky” laws; (B) the certificate(s) or other instruments representing any of the Constituent Securities or any Underlying Shares will bear a legend making reference to the foregoing restrictions; and (C) the Company and any transfer agent for any of the Units (or any of the Constituent Securities and the Underlying Shares) shall not be required to give effect to any purported Transfer of any of the Units (or any of the Constituent Securities and the Underlying Shares) except upon compliance with the foregoing restrictions.
- N. Neither the Company nor any other person or entity offered to sell any Units (or any Constituent Securities or any Underlying Shares) to me by means of any form of general advertising, such as media advertising or seminars or over the Internet.
- O. I agree that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the Offering and to return the previously paid subscription price of the Units subscribed for, without interest thereon, to the respective subscribers.
- P. Except as I have set forth in my Confidential Investor Questionnaire, I have not used any person or entity as a “Purchaser Representative” within the meaning of Regulation D under the Securities Act to represent me in determining whether I should purchase any Units (or any Constituent Securities).

#### **10. Reliance Upon Representations, Warranties, Covenants and Acknowledgments**

I acknowledge and agree that the representations, warranties, covenants, acknowledgments and agreements made by me in this Subscription Agreement and my Confidential Investor Questionnaire are made with the intention that they may be relied upon by

the Company in determining my eligibility to purchase Units (and Constituent Securities and Underlying Shares) under applicable securities legislation. I further agree that, by accepting the certificates or other instruments representing any of the Constituent Securities and Underlying Shares, I shall be representing and warranting that the representations, warranties, covenants, acknowledgments and agreements made by me in this Subscription Agreement and my Confidential Investor Questionnaire are true and correct as at the date I am issued any Units (or any of the Constituent Securities and Underlying Shares) with the same force and effect as if they had been made by me at and as of such date.

I hereby undertake to notify the Company at the address set out on the cover page hereof immediately of any change in any representation, warranty, covenant or other information relating to me that takes place prior to my acquisition of any Units or of any of the Constituent Securities and Underlying Shares.

The representations, warranties and covenants contained herein shall survive any closing of the transactions contemplated hereby and will continue in full force and effect notwithstanding any subsequent disposition or acquisition of any Units (or any of the Constituent Securities and Underlying Shares) by me.

## **11. Representations, Warranties and Covenants of the Company**

The Company hereby represents and warrants that:

- (a) the Company is incorporated and validly subsisting under the laws of the State of Delaware, incorporated on March 31, 2009;
- (b) the Company has no subsidiaries;
- (c) this Subscription Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid, binding and enforceable obligation of the Company;
- (d) at the time of the issuance by the Company of any Constituent Securities to Subscriber, such Constituent Securities will be duly authorized and issued as fully paid and non-assessable securities, the shares of Common Stock underlying such Constituent Securities will have been duly reserved for issuance and such shares of Common Stock will, when issued upon the due conversion or exercise (as may be applicable) of such Constituent Securities, be issued as fully paid and non-assessable;
- (e) the authorized capital of the Company consists of Fifty Million (50,000,000) shares of capital stock, of which Forty Million (40,000,000) shares have been designated as shares of common stock, par value \$0.0001 per share, and Ten Million (10,000,000) shares have been designated as shares of "blank check" preferred stock, par value \$0.0001 per share. Fourteen Million (14,000,000) shares of Common Stock have been issued to members of management or affiliates thereof, and an additional 2.8 Million (2,800,000) shares of Common Stock have been reserved for

issuance as incentive compensation to be provided to directors, officers, employees and consultants of the Company or its subsidiaries under an incentive plan to be adopted by the Company;

- (f) the Company is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, judgment, decree or law that would be violated, contravened or breached by, or under which a default would occur or under which any payment or repayment would be accelerated as a result of, the Company's execution and delivery of this Subscription Agreement or the Company's issuance and sale of Constitute Securities as provided for in this Subscription Agreement;
- (g) other than those approvals that have been obtained or made, no authorization, approval, order, consent or filing from or with any governmental body is required on the part of the Company in connection with the execution, delivery and performance of this Subscription Agreement by the Company (provided, that, for the purposes of rendering this representation, all representations and warranties provided by Subscriber and other prospective investors in the Company are assumed to be true and complete); and
- (h) there are no suits, actions or proceedings, whether on behalf of, or against the Company or, to the knowledge of the Company, threatened or pending against the Company, at law or in equity, before or by any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentally, domestic or foreign, and that would materially effect the validity of this Subscription Agreement as against the Company or the ability of the Company to perform its obligations hereunder.

## **12. Facsimile Subscription**

The Company shall be entitled to rely on delivery by facsimile of an executed copy of this Subscription Agreement and acceptance by the Company of that delivery shall be legally effective to create a valid and binding agreement between me and the Company in accordance with the terms of this Subscription Agreement.

## **13. Governing Law; Forum Selection.**

THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN THAT STATE, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION, SUIT OR PROCEEDING, IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH,**

OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT, THE UNITS AND CONSTITUENT SECURITIES (OR ANY OF THE OTHER SECURITIES, INCLUDING ANY UNDERLYING SHARES) OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT TO THIS SUBSCRIPTION AGREEMENT, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS SUBSCRIPTION AGREEMENT OR THE UNITS AND CONSTITUENT SECURITIES (OR ANY OF THE OTHER SECURITIES, INCLUDING ANY UNDERLYING SHARES) THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS SUBSCRIPTION AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS SUBSCRIPTION AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH HIS, HER OR ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES HIS, HER OR ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED (EITHER ORALLY OR IN WRITING) EXCEPT AS PROVIDED IN THIS SUBSCRIPTION AGREEMENT, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. Any dispute under or with respect to this Subscription Agreement shall be determined before the state or federal courts situated in the City, County and State of New York, which courts shall have exclusive jurisdiction over and with respect to any such dispute, and each of the parties hereto hereby irrevocably submits to the jurisdiction of such courts. Each party hereby agrees not to raise any defense or objection, under the theory of *forum non conveniens* or otherwise, with respect to the jurisdiction of any such court.

14. **Assignment**

This Subscription Agreement is not transferable or assignable.

15. **Time of the Essence**

Time shall be of the essence hereof.

16. **Currency**

Unless otherwise indicated, all references herein to monetary amounts are references to lawful money of the United States of America.

17. **Headings**

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

18. **Entire Agreement**

This Subscription Agreement (including the schedules and appendices hereto) constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior and contemporaneous negotiations and understandings (whether oral or written), and there are no representations, covenants or other agreements relating to such subject matter other than are set forth herein. I hereby authorize the Company to correct any minor errors in, or complete any minor information missing from any part of, this Subscription Agreement and any other schedules, appendices, forms, certificates or documents executed and delivered to the Company in connection with the Offering. Subject to the foregoing, this Subscription Agreement may only be amended or modified in any respect by written instrument executed by each of the parties hereto.

19. **Survival**

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon me notwithstanding the completion of the purchase of any Units (or any Constituent Securities or Underlying Shares) by me pursuant hereto, the completion of the Offering and any subsequent disposition or acquisition by me of any Units (or any Constituent Securities or Underlying Shares).

\* \* \* \* \*

The undersigned, intending to be bound hereby, hereby accepts the foregoing and agrees to be bound by the terms and conditions therein set out and, without limitation, agrees that the Company may rely upon the covenants, acknowledgments, agreements, representations and warranties contained therein. **THE UNDERSIGNED ALSO HEREBY REPRESENTS, WARRANTS AND CONFIRMS THAT HE, SHE OR IT HAS CAREFULLY READ AND UNDERSTAND THIS SUBSCRIPTION AGREEMENT (INCLUDING ALL EXHIBITS AND OTHER ATTACHMENTS HERETO).**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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(Full legal name of Subscriber)

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(Street Address)

\_\_\_\_\_  
(City, Country, Postal Code)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

Number of Units: \_\_\_\_\_

Total Purchase Price payable for  
the Units: \$ \_\_\_\_\_

\* \* \* \* \*

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**LASERSCULPT, INC.**

By: \_\_\_\_\_  
Authorized Signing Officer