

LASERSCULPT, INC.

THE SECURITIES THAT ARE REPRESENTED BY THIS INSTRUMENT OR THAT ARE ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE BEEN OR WILL BE ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH SECURITIES LAWS. NEITHER THE SECURITIES REPRESENTED BY THIS INSTRUMENT NOR ANY OF THE SECURITIES THAT ARE ISSUABLE UPON THE CONVERSION HEREOF MAY BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DISPOSED OR ENCUMBERED UNLESS (I) SUCH SECURITIES ARE REGISTERED UNDER THE SECURITIES ACT OR (II) AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, IS OBTAINED TO THE EFFECT THAT SUCH TRANSFER OR DISPOSITION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS INSTRUMENT AGREES THAT IT/HE/SHE WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED (UNLESS SUCH SECURITY IS TRANSFERRED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. THE FOREGOING LEGEND SHALL BE REMOVED FROM THIS INSTRUMENT, AT THE REQUEST OF THE HOLDER THEREOF, AT SUCH TIME AS THE SECURITIES REPRESENTED BY THIS INSTRUMENT AND THE SECURITIES THAT ARE ISSUABLE UPON THE CONVERSION HEREOF BECOME ELIGIBLE FOR RESALE PURSUANT TO RULE 144(K) UNDER THE SECURITIES ACT.

CONVERTIBLE DEBENTURE

\$ _____ .00

Date of Issuance: _____, 2009

Subject to the terms and conditions of this Convertible Debenture (this "**Debenture**"), for good and valuable consideration received, **LASERSCULPT, INC.** (the "**Payor**"), a Delaware corporation, promises to pay to _____ (the "**Holder**") the principal amount of _____ AND 00/100 DOLLARS (\$ _____ .00) (the "**Principal Amount**") with interest on the outstanding Principal Amount accruing from the date hereof until paid at a fixed rate per annum equal to ten percent (10%).

The following is a statement of the rights of the Holder and the terms and conditions to which this Debenture is subject:

Section 1. PAYMENT.1.1. Payment.

(a) *Maturity.* The Principal Amount, together with all accrued but unpaid interest hereon, shall be due and payable in full on the maturity date hereof (the "**Maturity Date**"),

which shall be the second (2nd) annual anniversary of the Date of Issuance set forth above.

(b) *Accrued Interest.* Payment of accrued but unpaid interest on the unpaid Principal Amount shall be due and payable on the first (1st) annual anniversary of the Date of Issuance set forth above and on the Maturity Date; *provided, however,* that in the event of any prepayment of this Debenture (in whole or in part), all accrued but unpaid interest due hereunder through the date of such prepayment shall be paid upon the date of such prepayment.

(c) *Surrender upon Payment.* Simultaneously with the payment of all or any portion of the Principal Amount, the Holder shall surrender this Debenture to the Payor for appropriate replacement of this Debenture or notation of payment on this Debenture; *provided, however,* that, if such payment is for the remaining balance of the Principal Amount, this Debenture shall be surrendered to the Payor for cancellation hereof.

1.2. Prepayment.

(a) *Right to Prepay.* Subject to Section 1.2(b), the Payor shall have the right, at any time and from time to time, to prepay, without penalty or premium, all or any portion of the unpaid Principal Amount, together with all accrued but unpaid interest through the date of such prepayment.

(b) *Conditions to Prepayment.* It shall be a condition to the Payor's right to prepay this Debenture or any portion hereof that, at least thirty (30) days prior to any such prepayment, the Payor shall have given to the Holder written notice of the Payor's intent to prepay this Debenture or a portion hereof, which notice (a "**Prepayment Notice**") shall specify the Principal Amount hereof the Payor intends to prepay and the date the Payor has scheduled for such prepayment (the "**Prepayment Date**"), which date shall be a Business Day (as hereinafter defined) not less than thirty (30) days after such notice is so given to the Holder. As used herein, "**Business Day**" means any day other than a Saturday, Sunday or other day on which banks or other financial institutions are authorized or required to be closed in the City or State of New York.

(c) *Surrender of Debenture.* On or after the Prepayment Date as contemplated by the provisions of Section 1.2(b), the Holder shall surrender to the Payor at the place designated in writing by the Payor (or, if no such place has been so designated, at the principal office of the Payor) this Debenture (to the extent it has not been converted into shares of Common Stock on or prior to the Prepayment Date) and shall thereupon be entitled to receive payment of (i) the unpaid Principal Amount that the Payor has indicated in such Prepayment Notice it has elected to prepay and (ii) the accrued but unpaid interest on this Debenture as of the Prepayment Date. The right of the Holder with respect to this Debenture (to the extent it has not been converted on or prior to the Prepayment Date into shares of Common Stock) shall be limited to the Holder's right hereunder to receive payment on and with respect to this Debenture in an amount equal to such unpaid Principal Amount and any accrued but unpaid interest hereon as of the Prepayment Date; *provided, however,* that, in the event the Payor has elected to prepay less than all of the unpaid Principal Amount, then promptly after the later of such Prepayment Date or the date the Payor receives this Debenture so surrendered, the Payor shall issue and send to the

Holder a convertible debenture of like tenor to this Debenture, but in an amount equal to the remaining unpaid Principal Amount (after making appropriate adjustments for the Principal Amount that has been prepaid and any amount that has been converted into shares of Common Stock).

Section 2. CONVERSION.

2.1. Right of Conversion. This Debenture shall be convertible, in whole or in part, without the payment of additional consideration, at the option of the Holder, at any time and from time to time after the date hereof, into (i) the number of shares of the Payor's common stock ("Common Stock"), par value \$0.0001 per share, determined by *dividing* (a) the sum of (i) the then unpaid Principal Amount (or the portion thereof the Holder has designated for conversion) *plus* (ii) the amount of interest that has accrued but remains unpaid under this Debenture as of the date of such conversion *by* (b) the Conversion Price (as hereinafter defined). As used herein, "**Conversion Price**" means one dollar (\$1.00), subject, however to adjustment as provided in Section 2.5. Any shares of Common Stock that are issued upon the conversion of the Debenture as contemplated hereby are hereinafter sometimes referred to as "**Conversion Shares**."

2.2. Mechanics of Conversion. As a condition to the right of the Holder to be entitled to convert all or any part of this Debenture into shares of Common Stock pursuant to Section 2.1, the Holder (i) shall surrender this Debenture duly endorsed to the Payor or in blank at the office of the Payor or of any transfer agent for the shares of Common Stock, (ii) shall give written notice (in the form or substantially in the form of the Conversion Notice attached hereto) to the Payor at its principal corporate office of the election to convert the same and shall state therein the name or names in which the shares of Common Stock issuable upon the conversion of any part of this Debenture are to be issued and (iii) shall provide to the Payor such written and signed representations and warranties as the Payor may reasonably request so as to assure to the Payor that the shares of Common Stock to be issued upon such conversion will (when so issued) be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations promulgated thereunder and other applicable securities laws (all of the foregoing, collectively, the "**Securities Regulations**"). (such representations and warranties, collectively, the "**Holder's Representations**"). The Payor shall, as soon as reasonably practicable thereafter, issue and deliver to the Holder or to its nominee or nominees, at such location as the Holder may have designated in writing to the Payor (or in the absence of such designation, at such office) one or more certificates for the aggregate number of shares of Common Stock to which the Holder shall be entitled as provided for herein. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the later to occur of such surrender of this Debenture and the Payor's receipt of the Holder's Representations, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. Upon the issuance of shares of Common Stock in accordance with this Section 2, such shares of Common Stock shall be deemed to be validly issued, fully paid and non-assessable.

2.3. Partial Conversion. Upon conversion of this Debenture in part only, the Payor shall execute and deliver to the Holder, at the expense of the Payor, a new Debenture or

Debentures containing identical terms to this Debenture in a principal amount equal to the unconverted portion of the Principal Amount of this Debenture.

2.4. Transfer Books. For purposes of the conversion of this Debenture, for so long as any portion of the Principal Amount remains unpaid under this Debenture, the Payor shall not close its books for the transfer of any shares of Common Stock, subject, however, to the terms and conditions hereof.

2.5. Adjustment to Conversion Price. In the event of any stock split, reverse stock split, stock dividend, subdivision, combination or reclassification of shares of Common Stock or other recapitalization of the Payor having the effect of increasing or decreasing the number of shares of issued and outstanding Common Stock (any such stock split, reverse stock split, stock dividend, subdivision, combination or reclassification of shares of Common Stock or other recapitalization is hereinafter referred to as a "**Recapitalization**"), the Conversion Price shall be adjusted so that the Conversion Price in effect immediately after such Recapitalization shall equal the Conversion Price in effect immediately prior to such Recapitalization *times* a fraction, the numerator of which is the number of shares of Common Stock issued and outstanding immediately prior to such Recapitalization and the denominator of which is the number of shares of Common Stock issued and outstanding immediately after such Recapitalization. As soon as reasonably practical following its receipt from Holder of a written request for the then current amount of the Conversion Price, the Payor shall give to the Holder written notice specifying the then current amount of the Conversion Price.

2.6. Adjustment upon Merger. If at any time there shall be a merger, acquisition or consolidation of the Payor with or into another corporation, then, as a part of such merger or consolidation, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon conversion of this Debenture, during the period specified herein and upon compliance of the applicable provision hereof, the number of shares of stock or other securities or property of the successor corporation resulting from such merger or consolidation to which a holder of the Conversion Shares deliverable upon conversion of this Debenture would have been entitled in such merger or consolidation if this Debenture had been converted immediately before such merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Debenture with respect to the rights and interests of the Holder after the merger or consolidation.

2.7. No Fractional Shares. No fractional shares of Common Stock shall be issuable upon any conversion of this Debenture (in whole or in part). In the event any conversion of this Debenture (in whole or in part) would otherwise result in the issuance of a fractional share of Common Stock, the Payor shall issue the next lowest number of full shares of Common Stock and, with respect to the remaining fractional share of Common Stock, shall make payment to the Holder in an amount equal to the product of such fraction *times* the then current amount of the Conversion Price.

Section 3. REMEDIES ON DEFAULT.

3.1. Events of Default. The occurrence of any of the following shall constitute an

event of default (“*Event of Default*”) under this Debenture:

(a) the Payor shall have failed or refused to pay any principal or interest due hereunder in the manner and on the applicable due date thereof specified herein and such failure or refusal shall have continued for at least ten (10) days following the Payor’s receipt of written notice thereof from the Holder and demanding the cure thereof;

(b) the Payor shall have (a) filed or otherwise commenced any voluntary case, action or proceeding under or with respect any Bankruptcy Law (as hereinafter defined) for the purposes of seeking any protections provided thereunder or (b) consented to the entry of an order for relief against the Payor in any involuntary case, action or proceeding filed or otherwise commenced against the Payor under or with respect any Bankruptcy Law;

(c) any case, action or proceeding shall have been filed or commenced against the Payor under or with respect any Bankruptcy Law and either (a) the Payor shall have acquiesced therein or consented thereto, (b) the Payor shall have filed an answer seeking an arrangement with creditors to take advantage of any Bankruptcy Law or an answer admitting the material allegations of a petition filed against the Payor in such case, action or proceeding, (c) the Payor shall have been adjudicated bankrupt or insolvent or (d) such case, action or proceeding shall not have been dismissed within sixty (60) days;

(d) either (a) the Payor shall have consented to the appointment of any receiver, trustee, assignee, liquidator, custodian or similar official (each of the foregoing, a “*Custodian*”) over or with respect to the Payor or any substantial part of its business or assets or (b) a Custodian shall have been appointed over or with respect to the Payor or any substantial part of its business or assets and such appointment shall not have been rescinded, revoked or otherwise terminated within sixty (60) days;

(e) the Payor shall have made or entered into an assignment for the benefit of creditors; or

(f) the Payor shall have become unable, or shall have admitted in writing its inability, to pay its debts generally as they become due.

As used herein, “*Bankruptcy Law*” means any federal or state bankruptcy, insolvency, reorganization, moratorium, readjustment of debt, liquidation or other law for the relief or benefit of debtors or other statute analogous in purpose or effect.

3.2. Remedy. Upon the occurrence and during the continuance of any Event of Default, the Holder, may, by written notice delivered to the Payor, declare the outstanding amount of this Debenture to be due and payable, and in such event the unpaid Principal Amount and all accrued but unpaid interest due hereunder shall be and become immediately due and payable.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE HOLDER. The Holder hereby represents and warrants to the Payor that:

4.1. if the Holder is an entity, the Holder (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or other formation, (ii) the consummation by the Holder of the transactions contemplated hereby will not result in a violation of its charter or other organizational documents, (iii) the Holder has full power and authority to execute and deliver this Debenture and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold this Debenture and (upon the conversion hereof) the Conversion Shares, (iv) the execution, delivery and performance of this Debenture by the Holder have been duly authorized by all necessary corporate or other action on its part, (v) this Debenture has been duly executed and delivered on behalf of the Holder, and (vi) the execution, delivery and performance of this Debenture by the Holder will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Holder is a party or by which it is otherwise bound;

4.2. the Holder has all legal capacity to enter into this Debenture and to carry out its obligations hereunder, and this Debenture constitutes the legal, valid and binding obligation of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity);

4.3. no broker has acted on behalf of the Holder in connection with this Debenture or the conversion hereof, and there are no brokerage commissions, finders' fees or commissions payable in connection herewith based on any agreement, arrangement or understanding with the Holder or any action taken by the Holder;

4.4. the Holder was not formed for the specific purpose of acquiring this Debenture or any of the Conversion Shares, the Holder is acquiring this Debenture for investment purposes only, for his, her or its own account, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act, and upon the conversion hereof with respect to any Conversion Shares, the Holder will be acquiring such Conversion Shares for investment purposes only, for his, her or its own account, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act;

4.5. the Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of his, her or its investment and is aware that he, she or it may have to bear the economic risk of such investment for an indefinite period of time or to suffer a complete loss of his, her or its investment, and upon the conversion hereof with respect to any Conversion Shares, the Holder will have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of his, her or its investment and will be aware that he, she or it may have to bear the economic risk of such investment for an indefinite period of time or to suffer a complete loss of his, her or its investment;

4.6. the Holder understands, acknowledges and agrees (i) that no public market now exists for this Debenture and that it is unlikely that a public market will ever exist for this Debenture, (ii) that this Debenture has not been, and upon issuance the Conversion Shares will

not be, registered under (and that the Payor has no obligation or present intention to register this Debenture or the Conversion Shares under) the Securities Regulations and that the offering and sale of this Debenture is being (and any future offer or sale of the Conversion Shares will be) made in reliance on the exemption from the registration requirements provided by Section 4(2) of the Securities Act and the regulations promulgated thereby and analogous provisions of certain state securities laws and (iii) that this Debenture and the Conversion Shares may not be sold or otherwise transferred by the Holder unless this Debenture or the Conversion Shares (as the case may be) have been registered under the Securities Act and applicable state securities laws or are sold or transferred in a transaction exempt therefrom;

4.7. the Holder has received and reviewed this Debenture and all exhibits hereto, the Holder or his, her or its attorneys and accountants have had access to, and an opportunity to review, all documents and other materials requested of the Payor and have been given an opportunity to ask any and all questions of, and receive answers from, the Payor concerning the terms and conditions of the offering and to obtain all information that he, she or it or they believe necessary or appropriate to verify the accuracy thereof and to evaluate the suitability of an investment in the Payor, and upon the conversion of this Debenture, the foregoing representation shall be true and correct as if made again on and as of the date of such conversion;

4.8. the Holder is, and upon any conversion of this Debenture the Holder will be, an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; and

4.9. the Holder acknowledges that the Payor is (and, upon the conversion of this Debenture with respect to any Conversion Shares, the Payor will be) relying upon the Holder's representations and warranties set forth herein and would not issue this Debenture or any of the Conversion Shares to the Holder in the absence of such representations and warranties.

Section 5. MISCELLANEOUS.

5.1. Form and Method of Payment. All payments under this Debenture shall be made in lawful currency of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Each payment hereunder may be made by sending a check, payable to the Holder in the amount of such payment and payment hereunder shall be deemed made when so sent, *provided* that said check shall be paid in the ordinary course of business without return for insufficient funds. All payments, including, without limitation, prepayments, made hereunder shall be allocated first to accrued but unpaid interest, next to any Principal Amount that is overdue or currently due and then to the Principal Amount remaining outstanding hereunder.

5.2. Payment on Non-Business Day. In any case where any payment due hereunder would be due on a date that is not a Business Day, then such payment shall be deemed timely made if made on the next succeeding Business Day.

5.3. Limitations on Transfer.

(a) *Transfers Prohibited.* Neither this Debenture nor any of the shares of Common Stock issued upon the conversion hereof may be assigned or transferred except as provided in this Section 5.3 and in accordance with and subject to the provisions of the Securities Regulations. Any purported transfer or assignment made other than in accordance with this Section 5.3 shall be null and void and of no force or effect.

(b) *Notification to the Payor.* Concurrently with, and as a condition to, any transfer of this Debenture, the Holder shall provide the Payor with written notice of such transfer, indicating the circumstances of such transfer and, upon request, furnish the Payor with an opinion of the Holder's counsel, in form and substance reasonably satisfactory to the Company and its counsel, to the effect that the proposed transfer may be made without registration under the Securities Act or qualification under any applicable state securities laws.

5.4. Legend. Unless a registration statement under the Securities Regulations is effective with respect to the Conversion Shares or any other security issued upon conversion of this Debenture, the certificate representing the Conversion Shares or other securities shall bear the following legend, in addition to any legend imposed by applicable state securities laws:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW, AND SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE SAME ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

5.5. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION. THE PAYOR (AND, BY ACCEPTING THIS DEBENTURE, THE HOLDER) EXPRESSLY AGREES TO WAIVE HIS, HER OR ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LITIGATION OR OTHER JUDICIAL PROCEEDING REGARDING THIS DEBENTURE OR ANY DISPUTE HEREUNDER OR RELATING HERETO. This Debenture shall be governed by, interpreted under and construed 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 giving effect to the choice or conflict of laws principles or provisions thereof that would call for the application of the laws of any other jurisdiction. Any dispute under or with respect to this Debenture 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 the Payor (and, by accepting this Debenture, the Holder) hereby irrevocably submits to the jurisdiction of such courts. The Payor (and, by accepting this Debenture, the Holder) 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.

5.6. Highest Lawful Rate. Anything herein to the contrary notwithstanding, if during

any period for which interest is computed hereunder, the amount of interest computed on the basis provided for in this Debenture, together with all fees, charges and other payments that are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, would exceed the amount of such interest computed on the basis of the Highest Lawful Rate (as defined below), the Payor shall not be obligated to pay, and the Holder shall not be entitled to charge, collect, receive, reserve or take, interest in excess of the Highest Lawful Rate. As used herein, "**Highest Lawful Rate**" means the maximum non-usurious rate of interest, as in effect from time to time, that may be charged, contracted for, reserved, received or collected by the Holder in connection with this Debenture under applicable law.

5.7. Lost, Stolen or Mutilated Debentures. If this Debenture is mutilated, lost, stolen or destroyed, the Payor shall issue a new Debenture of like form and maturity to the Holder upon presentation and surrender of the mutilated Debenture, in the case of mutilation, and upon receipt of evidence of loss, theft or destruction and of indemnity in all other cases, each in form satisfactory to the Payor.

5.8. Entire Agreement. This Debenture is the final expression of the agreement of, and is intended to be a complete and exclusive statement of the agreement and understanding of, the Payor and the Holder in respect of the subject matters contained herein, constitutes the entire agreement of the Payor and the Holder with respect to such subject matters and supersedes, and merges herein, all prior and contemporaneous negotiations, discussions, representations, understandings and agreements between the Payor and the Holder, whether oral or written, with respect such subject matters. No representation, warranty, restriction, promise, undertaking or other agreement with respect to such subject matters has been made or given by either the Payor and the Holder with respect to such subject matters other than those set forth in this Debenture.

5.9. Amendment and Waiver. This Debenture may be amended, modified or supplemented only to the extent expressly set forth in writing that is signed by the Payor and the Holder and that sets forth therein that its purpose is to amend, modify or supplement this Debenture or some term, condition or provision hereof. No waiver of any term, condition or provision of this Debenture or of any breach or violation of this Debenture or any provision hereof shall be effective except to the extent expressly set forth in writing that is signed by the party to be charged therewith. Any waiver may be made in advance or after the right waived has arisen or the breach or default waived has occurred, and any waiver may be conditional. No waiver of any breach or violation of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach or violation thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligation or act shall be deemed a waiver or extension of the time for performance of any other obligation or act.

5.10. Assignment; No Third Party Beneficiaries. This Debenture and the rights, duties and obligations hereunder may not be assigned or delegated by either the Payor or the Holder without the prior written consent of the other of them. Except as provided in the immediately preceding sentence, any purported assignment or delegation of rights, duties or obligations hereunder made without the prior written consent of the other of them shall be null and void and of no force or effect. This Debenture and the provisions hereof shall be binding upon and

enforceable against each of the Payor and the Holder and his, her or its respective estate, heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of and be enforceable by each of the Payor and the Holder and his, her or its respective estate, heirs, executors, administrators, legal representatives, successors and permitted assigns. This Debenture is not intended to confer any rights or benefits on any persons other than the Payor and the Holder and their respective estate, heirs, executors, administrators, legal representatives, successors and permitted assigns.

5.11. Severability. This Debenture and the terms and provisions hereof shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Debenture or of any other term or provision hereof. In the event any term or provision hereof shall be determined to be invalid or unenforceable as applied to any situation or circumstance or in any jurisdiction, such invalidity or unenforceability shall not apply or extend to any other situation or circumstance or in any other jurisdiction or affect the validity or enforceability of any other term or provision. It is the intent of the Payor and the Holder that this Debenture and each term and provision hereof be enforceable in accordance with its terms and to the fullest extent permitted by law. Accordingly, to the extent any term or provision of this Debenture shall be determined or deemed to be invalid or unenforceable, such provision shall be deemed amended or modified to the minimum extent necessary to make such provision, as so amended or modified, valid and enforceable.

5.12. Titles and Headings; Rules of Interpretation. Titles, captions and headings of the sections and other subdivisions of this Debenture are for convenience of reference only and shall not affect the construction or interpretation of any provision of this Debenture. References to Sections refer to sections of this Debenture unless otherwise stated. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import, unless the context requires otherwise, refer to this Debenture taken as a whole and not to any particular section or other provision hereof. As used in this Debenture, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires, and if the context requires, the use of the singular shall include the plural and *vice versa*. No party shall be deemed the draftsperson hereof or of any portion or provision hereof, and accordingly, in the event of any ambiguity or inconsistency in any provision of this Debenture, the same shall not be interpreted against either the Payor or the Holder as the party responsible for drafting or providing such provision.

5.13. Address for Notices and Payments. Any payment, notice or other communication provided or contemplated hereunder to be sent, delivered or otherwise given to the Holder shall be deemed validly sent, delivered or otherwise given if sent by certified or registered mail, return receipt requested, or by over-night courier service, in either case to the Holder at (a) his, her or its address at set forth on the signature page hereof or (b) any such more current address for the Holder as is maintained by the Payor for such purpose.

5.14. Registration of Ownership. Prior to due presentment of registration for transfer of this Debenture and any Conversion Shares, the Payor or any agent thereof may treat the person in whose name this Debenture or such Conversion Shares (as the case may be) are registered as the absolute owner thereof for all purposes, whether or not this Debenture is overdue.

[SIGNATURE PAGE FOLLOWS]

**COMMON STOCK PURCHASE WARRANT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Payor and the Holder have caused this Debenture to be executed as of the date first above written.

LASERSCULPT, INC.

By: _____

Name: Steven A. Victor, M.D.

Title: Chairman and Chief Executive Officer

ACKNOWLEDGED, AGREED TO AND ACCEPTED
by the Holder as of the day and year first above written:

FOR INDIVIDUAL:	FOR CORPORATE OR OTHER ENTITY:
Name: _____ [Signature]	Name: By: _____ Name: Title:
Address: _____	Address: _____
Telephone: Facsimile: SS/: _____	Telephone: Facsimile: EIN: _____

CONVERSION NOTICE

TO: **LASERSCULPT, INC.**

The undersigned Holder of this Debenture hereby irrevocably exercises the right to convert the Principal Amount of this Debenture specified below into of shares of Common Stock, \$0.0001 par value per share, of LaserSculpt, Inc. in accordance with the terms of this Debenture and directs that the shares issuable and deliverable upon such conversion, together with any replacement Debenture or check in payment for a fractional share, be issued in the name of and delivered to the undersigned at the address set forth below the undersigned's signature.

Date: _____, _____

Principal amount to be converted \$ _____

FOR INDIVDUAL:	FOR CORPORATE OR OTHER ENTITY:
Name: _____ [Signature]	Name: By: _____ Name: Title:
Address:	Address:
Telephone: Facsimile: SS/: _____	Telephone: Facsimile: EIN: _____