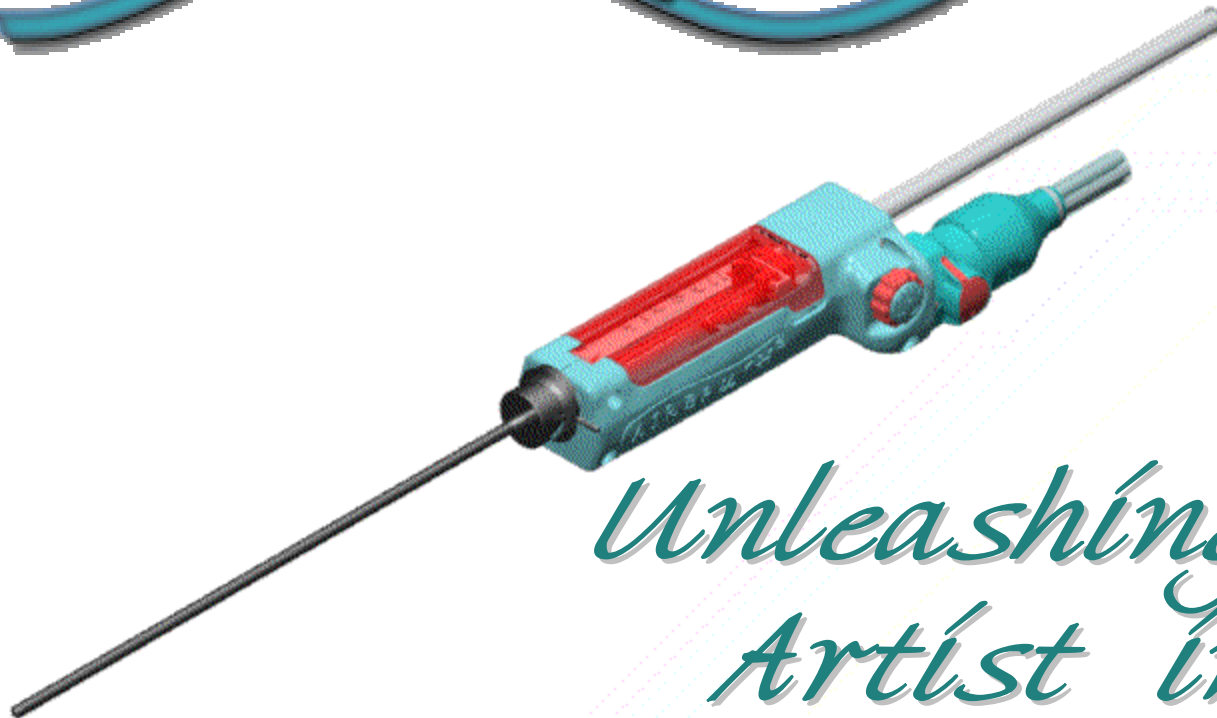


airbrush liposculpture®



*Unleashing the
Artist in the
Surgeon®*

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TECHNOLOGY, INC.

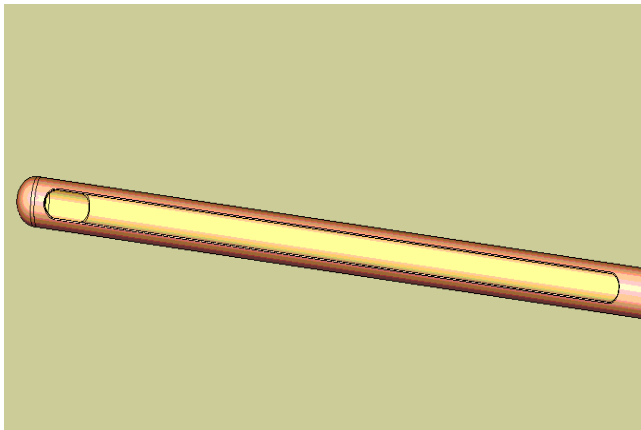
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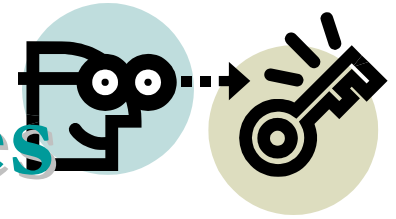
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Airbrush® Liposculpture System

- Patented Twin-cannula system
- Only the Inner Cannula Moves
- Eliminates the Battering Ram Effect of Inner Cannula on the Patient
- Reciprocates the Inner Cannula for $\leq 2''$
- Eliminates Surgical Drudgery of Mechanical Stroking
- Unleashes the Artist in the Surgeon®

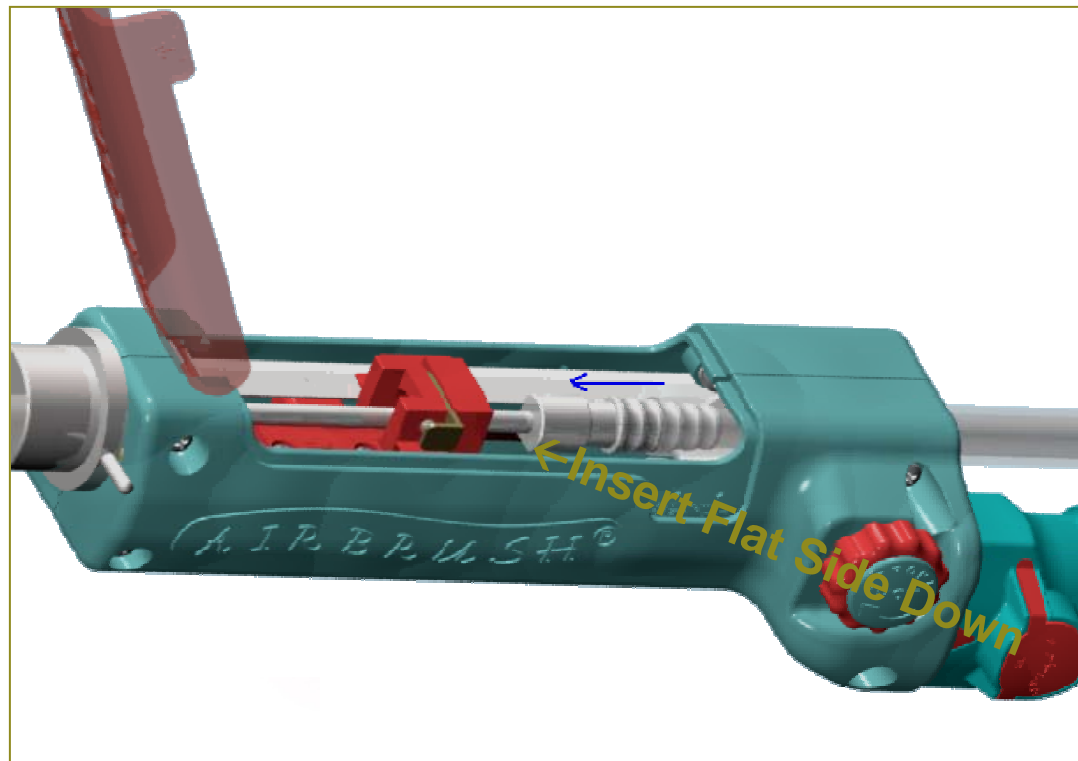


Airbrush® Advantages

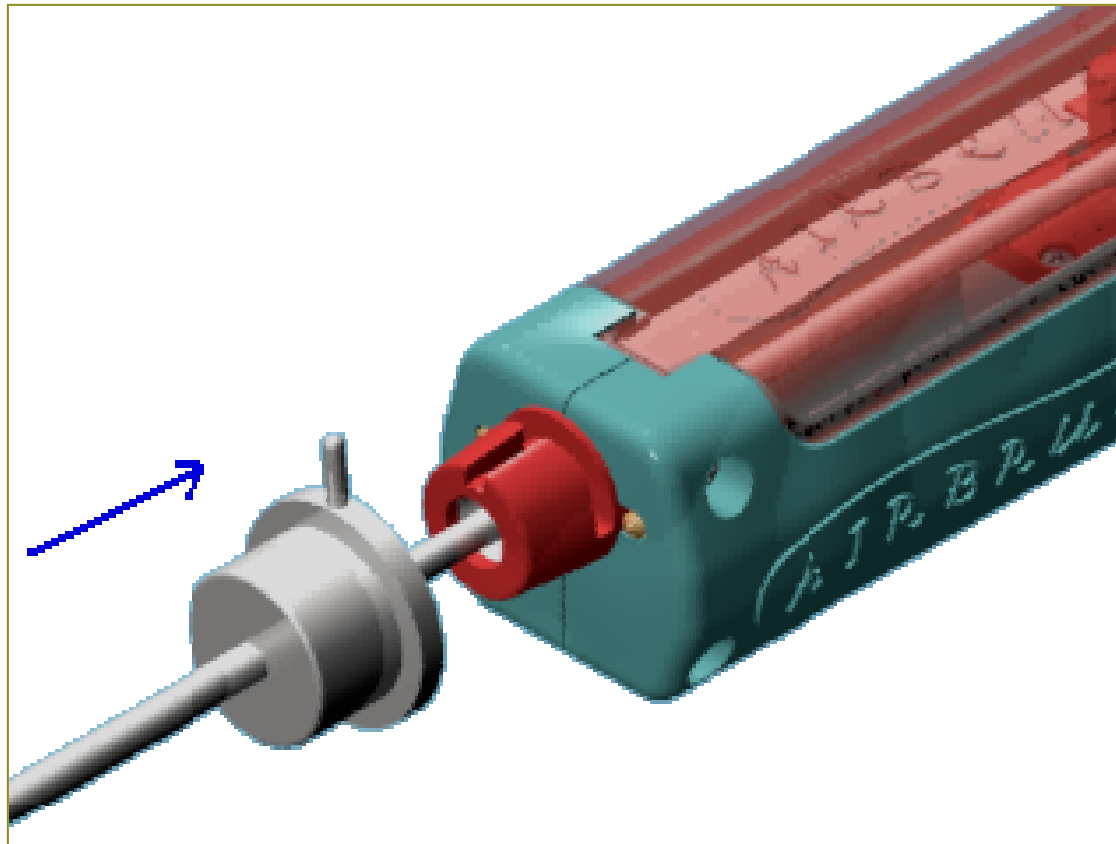


- Liposuction is hard work for the surgeon
 - Most surgeons find it physically demanding.
 - Sustained exertion and physical fatigue result in compromised results.
 - It's strenuous nature induces a tremor precluding subsequent fine surgery.
- Liposuction is even more traumatic on patients.
 - Patients are swollen and sore for weeks postoperatively.
 - Results compromised by uneven, lumpy, wavy appearance.
 - Bruising and discoloration require weeks to resolve.
 - Larger volume liposuction procedures have significant blood loss.
 - Revisions and touch-ups are common.

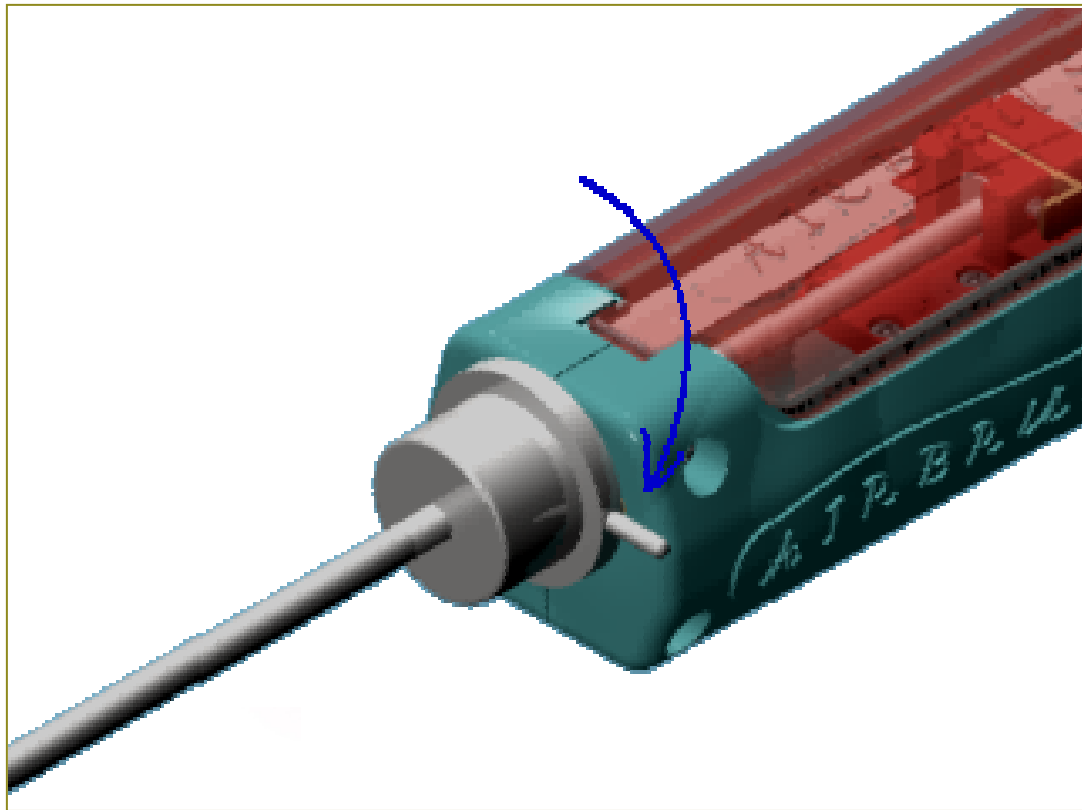
Inserting the Inner Cannula with Tubing Attached



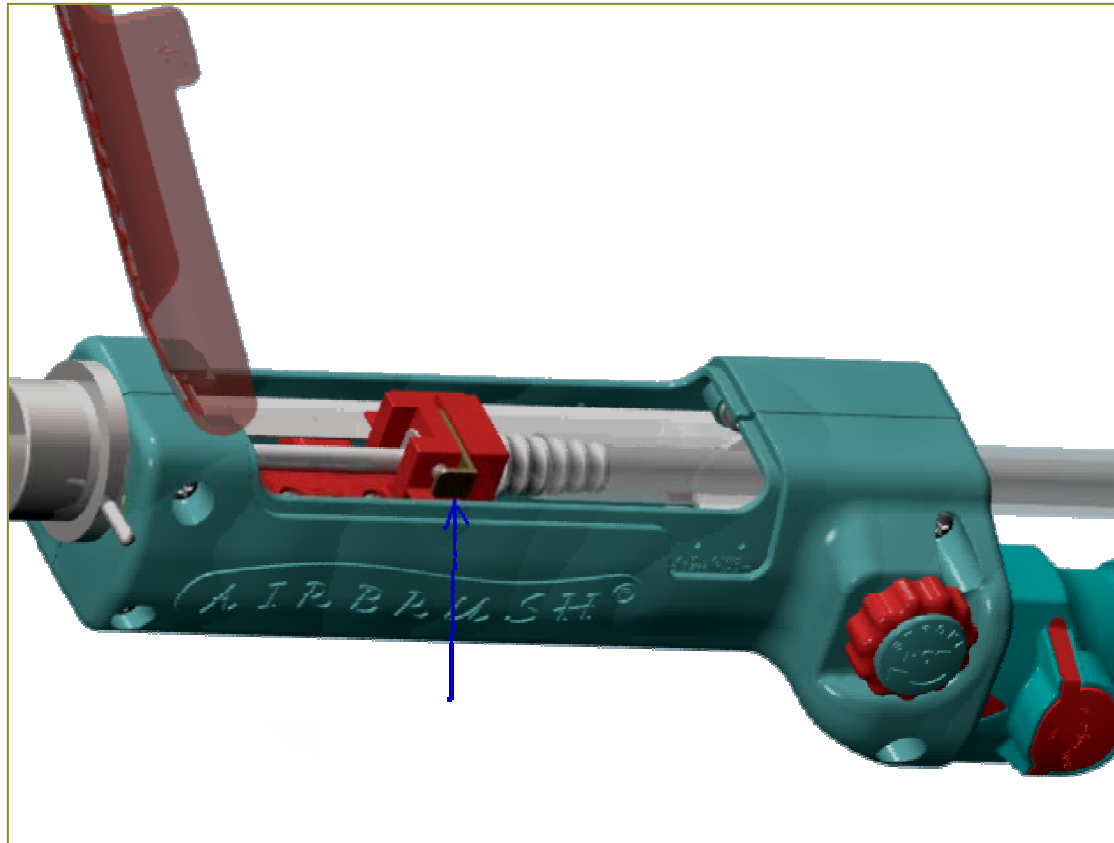
Sliding on the Outer Cannula



Fastening the Outer Cannula



Inner Cannula Clasp Release



Precise and Controlled Fat Removal



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Gynecomastia and Other Fibrous Areas



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Minimal Change of Technique



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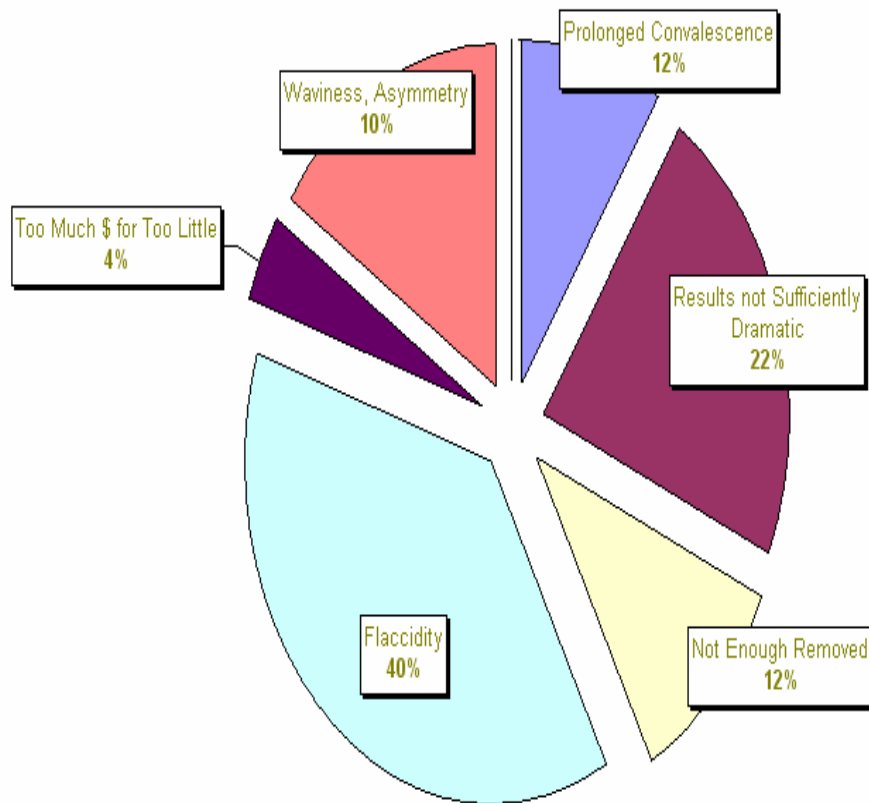
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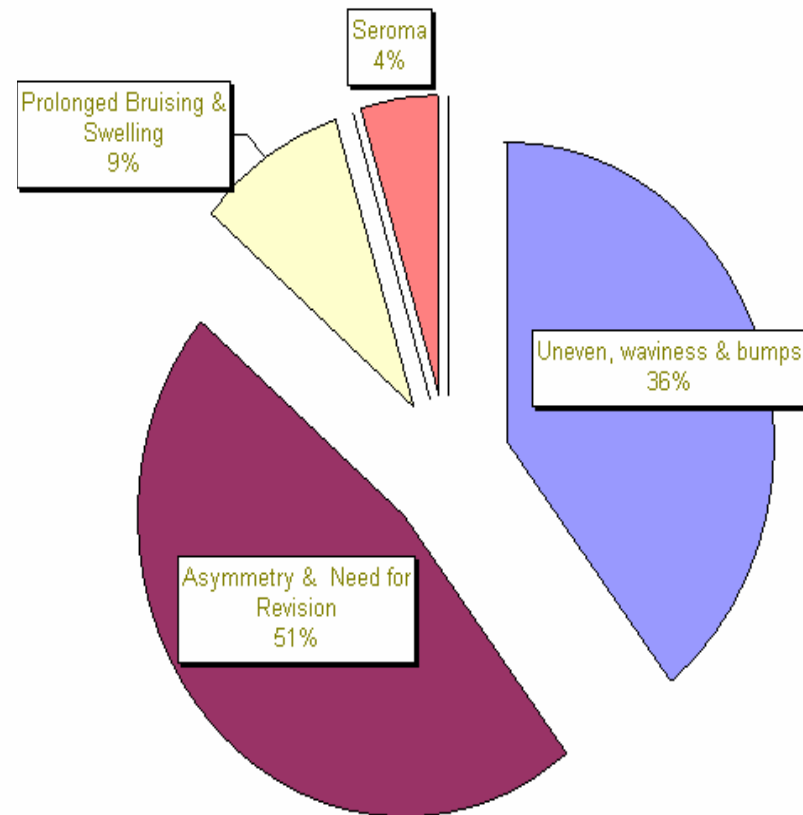
Physician and Patient Complaints

➤ We address them all.

Patient Complaints



Physician Reported Complications



Data taken from a survey of 106 plastic surgeon members of A.S.P.R.S., 2/02.

Competition

- Medtronic Xomed™ ➤ \$10,500
- Byron Psi-Tec™ System™ & ARC™ Reciprocating Cannula ➤ \$6,426
- MicroAire PAL-600E ➤ \$12,500
- SoundVASER™ ➤ \$40,000
- LySonix 3000 ➤ \$45,000
- Cynosure Smart Lipo™ ➤ \$125,000
- Airbrush® Liposculpture System ➤ \$35,240



Bill of Sale

BILL OF SALE OF EQUIPMENT

In consideration of the TOTAL SALE PRICE appearing below plus any applicable sales taxes, shipping or handling charges, paid by ☐ cheque or ☐ credit card, the receipt of which consideration is herein acknowledged,

BioSculpture Technology, Inc. ("BST") of 40 Central Park South, New York, NY,

10019, agrees to sell and deliver to

_____ (the 'Purchaser'), at the address

of _____

the following equipment (the "Equipment"):

- | | |
|---|---|
| <input type="checkbox"/> Airbrush® Liposculptor II
(Model LS-HP-AB-102) | <input type="checkbox"/> A Set of _____ Airbrush®
Cannula Pairs (Models
LS-OC/ICU-PM) |
| <input type="checkbox"/> Intellimotion® Controller and
electrical cord (Model LS-PC-
BB-101) | <input type="checkbox"/> Airbrush® Storage
and Travel Case
(Model LS-KK-PL-101) |
| <input type="checkbox"/> Airbrush® Multicore
Cable Assembly , (Model
LS-MCA-PM-101) | |

☒ **PURCHASE WARRANTY FOR TWELVE (12) MONTHS** on parts and labor extending to the original Purchaser, exclusive of any shipping or handling charges, for twelve (12) months from the date of purchase on properly used and returned equipment free from tampering or damage not occurring during normal use or operation.

included _____

☐ **EXTENDED PURCHASE WARRANTY** on parts and labor, exclusive of any shipping or handling charges, for an **additional twelve (12) months** extending *without interruption* from the date of purchase on properly used and returned Equipment free from tampering or damage not occurring during normal use or operation.

☐ **Ten (10) foot pneumatic (tank to controller) hose with Schraeder connectors.**

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Purchaser acknowledges this sale does not carry with it or imply BST's permission or Purchaser's right to use any of the trademarks belonging to BST, including but not exclusive of,

"Airbrush®", trademarked **Airbrush®** Design ("Airbrush®"), "Airbrush Liposculpture®", trademarked **Airbrush Liposculpture®** Design

("Airbrush Liposculpture™"), "Wake up to realize your dream®", or "unleashing the artist in the surgeon®", without the express written consent of BST or its designated sublicensee. Further the Purchaser agrees not to challenge the validity or ownership of any of BST's valued trademarks, copyrights, or patents protecting the purchased Equipment, use thereof, or sales materials therefor.

SIGNED, SEALED, AND DELIVERED this

_____ day of _____, 20____ to the below-signed
Purchaser of Equipment:

_____ (Signature of Purchaser).

TOTAL SALES
PRICE _____

BY the below signed Authorized Sales Representative of
BioSculpture Technology, Inc.

_____ (Signature of Representative)

SALES TAX
(_____ %)

_____ (Printed Name of Representative)

SHIPPING &
HANDLING _____

TRANSACTION
TOTAL _____

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Non-use of trademarks

BIO-OSCULPTURE

TECHNOLOGY, INC.

BST

Purchase Financing or Leasing



Lease Proposal for

Jim Smith MD
123 Main
Anytown, ANY STATE 00000

Amount to be financed: \$35,240.00

Airbrush Liposculptor System

Provided by BioSculpture Technology

Lease Term/Structure	36 at	48 at	60 at
Level Payments	\$1,141.02	\$892.94	\$743.20
3 Payments at \$0.00 followed by:	\$1,207.22	\$945.07	\$786.81

Level Payment structure requires first and last payment at lease commencement. \$1.00 Purchase Option at lease expiration.

Please complete credit Application below:

Practice Name: _____ Years in Practice: _____
Type of Business: () Corporation () S Corp. () Partnership () Proprietorship () LLC
Practice Phone : () _____ Fax : () _____ Organization ID #: _____
Street Address: _____ License #: _____
City: _____ State: _____ Zip: _____ Practice Contact Name: _____
Guarantor: _____ Soc. Sec #: _____ - _____ - _____
Home Address: _____ City / State / Zip: _____

By signing below, the undersigned individual, who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to USXL or its designee (and any assignee or potential assignee thereof) authorizing review of his/her personal credit profile from a national credit bureau and permission to obtain a reference from the above referenced Bank. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A Photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individuals identified in the above application.

Signature: _____ Date: _____

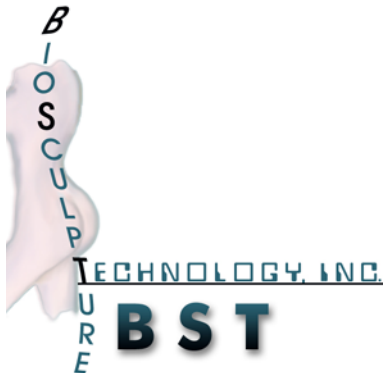
Please Fax to 866-329-8795
Call us at 866-879-USXL (8795) ext. 636
Galen Busse
gbusse@usxl.com

Expires: 8/29/2007

Equal Credit Opportunity Act ("ECOA") Notice

Note. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact our ECOA Compliance Representative at 10 Waterview Blvd., Parsippany, NJ 07054, 877-275-8795, within 60 days from the date you are notified of your denial. Within 30 days of receiving your request we will send you a written statement specifying the reasons for the denial. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

0-25-75-75-F2.0.10.09750.095.04-01-07-0-0-0-E2



Promotional Incentive Rebate Program

- Open to qualified surgeons who have performed at least 200 documented liposuctions.
- Board-certification by an A.B.M.S. surgical board accepted as *prima facie* qualification.
- 6% of purchase price of a system is paid directly towards an approved *“Liposuction is performed with the Airbrush®”* Press Release.
- Allows a single use of the *Airbrush®* logo.



Physician Payback Analysis

Procedures ¹

lipoplasties	455,489
% UAL	21%
Lipoplasties per MD per year	78.9
% Performed in office facility	48%

Airbrush Savings per MD per Year

Primary Procedure Shortening	\$18,857
Secondary Procedure Avoidance	\$2,817
	<u>\$21,674</u>

Fees ¹

Autologous Fat Injection	\$1,300
SAL Fee Average	\$2,697
UAL Fee Average	\$2,979

Facility Cost per Unassisted Lipoplasty ²

Primary	\$956
Revision	\$238

	List	After Rebate
System Cost	\$35,200	\$33,088

Airbrush Advantage

Speed ³	25%
Revision Avoidance ⁴	15%

Months for Airbrush to Pay for Itself

18

- 1) **ASAPS** 2005 Statistics
- 2) **AIPS** Rock bottom operating estimates
- 3) **PAL Bench Tests**, Airbrush® I vs. Numed PowerCannula™
- 4) **PAL Market Study**, 48% ± 14% asymmetry and need for revisions

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Accompanying Product Documentation



Sales Brochure

airbrush liposculpture®



Airbrush® Liposculptor II

Airbrush® control and power packed into a compressed ergonomic design perfect for both small and large volume liposuction.



Intellimotion® Controller

Intellimotion® reciprocation DSP technology incorporates advanced safety features and allows the surgeon continuous and infinite control.

Airbrush® Cannulas feature our twin-cannula, tube-within-a-tube design which reduces invasive trauma to the patient. They are an integral component of our patented platform which *unleashes the artist in the surgeon®* by reducing labor and increasing control.



Airbrush® Cannulas

Technical Specifications

- Features continuous and infinite adjustment of stroke from 0 to 5 centimeters by the surgeon.
- The power source may be either compressed air or tanked nitrogen gas.
- No special suction pump or suction tubing is required.
- The *Airbrush® Liposculptor II* and multicore cable connector can be sterilized in a standard steam autoclave.

♦ U.S. Patents 5,112,302, 5,348,535, 5,643,198, 5,795,323, 6,346,107, 6,394,973, 6,652,522, 6,761,101, 6,872,199, 7,112,200 B2, E.P.O. 94306845.2, and multiple other patents pending.

BioSculpture Technology, Inc.
40 Central Park South
New York, NY 10019

(212) 977-5400
www.biosculpturetechnology.com
sales@biosculpturetechnology.com



airbrush liposculpture®

Catalogue Number	Description	List Pricing
LS-HP-AB-102	<i>Airbrush® Liposculptor II</i>	\$10,750
LS-PC-BB-101	<i>Intellimotion® Power Control Console</i>	\$20,390
LS-MC-PM-101	<i>Airbrush® Reusable Multicore Quick Connector</i>	\$820
LS-OCU-PM-101/S, M, ML, or L	<i>Airbrush® Uncoated Reusable Outer Cannula (5.1mm, 6.1mm, 7.1mm, or 8.1mm)</i>	\$410 per cannula
LS-ICU-PM-101/S, M, ML, or L	<i>Airbrush® Uncoated Reusable Inner Cannula (4.5mm, 5.5mm, 6.5mm, or 7.5mm)</i>	\$410 per cannula
LS-KK-PL-101	<i>Airbrush® Storage and Travel Case</i>	\$250
LS-QW-Y1-101	Purchaser's First Year Qualified Warranty	included
LS-SYS-GP-101	<i>Airbrush Liposculpture® System, Complete Package (includes every item & size above)</i>	\$35,240
LS-QW-EX-101	Extended Qualified Warranty (2nd year)	\$950
LS-SC-PM-101	Schraeder Pneumatic (tank to controller) Hose (10')	\$220

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