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

FORM 1-A/A
Amendment No. 5

REGULATION A OFFERING CIRCULAR
UNDER THE SECURITIES ACT OF 1933

BioSculpture Technology, Inc.

(Exact name of issuer as specified in its charter)

Delaware

(State of other jurisdiction of incorporation or organization)

1701 South Flagler Drive, Suite 607
West Palm Beach, Florida 33401
Phone: (561) 651-7816

(Address, including zip code, and telephone number,
including area code of issuer's principal executive office)

Robert L. Cucin, MD, JD
President and Chief Executive Officer
1701 South Flagler Drive, Suite 607
West Palm Beach, Florida 33401
Phone: (561) 651-7816

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

3845	52-2316605
(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

This Offering Circular shall only be qualified upon order of the Commission, unless a subsequent amendment is filed indicating the intention to become qualified by operation of the terms of Regulation A.

This Offering Circular is following the offering circular format described in Part II of Form 1-A.

An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified.

This Preliminary Offering Circular shall not constitute and offer to sell or the solictation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state.

We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after completion of our sale to you that contains the URL where the Final Offering Circular or the offering statement in which such Final Offering Circular was filed may be obtained.

PRELIMINARY OFFERING CIRCULAR
Form 1-A

BioSculpture Technology, Inc.

1701 South Flagler Drive, Suite 607, West Palm Beach, Florida 33401
Phone: (561) 651-7816 www.biosculpturetechnology.com

Best Efforts Offering of
1,428,571 Shares of Common Stock at $3.50 per Share

	Price to Public	Underwriting discount and commissions	Proceeds to issuer	Proceeds to other persons
Per share	$ 3.50	$ 0.35	$ 3.15	None
Total Minimum	$ 350.00	$ 35.00	$ 315.00	None
Total Maximum	$ 5,000,000	$ 500,000	$ 4,500,000	None

The United States Securities and Exchange Commission does not pass upon the merits of or give its approval to any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering circular or other solicitation materials. These securities are offered pursuant to an exemption from registration with the Commission; however, the Commission has not made an independent determination that the securities offered are exempt from registration.

An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Final Offering Circular or the offering statement in which such Final Offering Circular was filed may be obtained.

Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK AND PROSPECTIVE PURCHASERS SHOULD BE PREPARED TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS" BEGINNING ON PAGE 7 OF THIS OFFERING CIRCULAR.

The proposed sale will begin as soon as practicable after this Offering Circular has been qualified by the Securities and Exchange Commission and the relevant state regulators, as necessary. This offering will close upon the earlier of (1) the sale of the maximum number of shares of common stock offered hereby, (2) one year from the date this offering begins, or (3) a date prior to one year from the date this offering begins that is so determined by our Board of Directors. The Company is self-underwriting this offering on a "best efforts" basis.

DATE OF OFFERING CIRCULAR: [September 1], 2016

The Attorney General of the State of California has not reviewed this document or any other document submitted to investors in connection with this offering for the adequacy of its disclosure and does not pass on the merits of this offering.

THERE IS AT THIS TIME, NO PUBLIC MARKET FOR THE SECURITIES

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE REGULATORY AUTHORITY NOR HAS THE COMMISSION OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE COMPANY IS FOLLOWING THE "OFFERING CIRCULAR" FORMAT OF DISCLOSURE UNDER REGULATION A

AN OFFERING STATEMENT PURSUANT TO REGULATION A RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. INFORMATION CONTAINED IN THIS PRELIMINARY OFFERING CIRCULAR IS SUBJECT TO COMPLETION OR AMENDMENT. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED BEFORE THE OFFERING STATEMENT FILED WITH THE COMMISSION IS QUALIFIED. THIS PRELIMINARY OFFERING CIRCULAR SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR MAY THERE BE ANY SALES OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL BEFORE REGISTRATION OR QUALIFICATION UNDER THE LAWS OF SUCH STATE. THE COMPANY MAY ELECT TO SATISFY ITS OBLIGATION TO DELIVER A FINAL OFFERING CIRCULAR BY SENDING YOU A NOTICE WITHIN TWO BUSINESS DAYS AFTER THE COMPLETION OF A SALE TO YOU THAT CONTAINS THE URL WHERE THE FINAL OFFERING CIRCULAR OR THE OFFERING STATEMENT IN WHICH SUCH FINAL OFFERING CIRCULAR WAS FILED MAY BE OBTAINED.

INVESTMENT IN SMALL BUSINESSES INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL OR ANY PERSON TO WHO IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME AN OFFERING CIRCULAR WHICH IS NOT DESIGNATED AS A PRELIMINARY OFFERING CIRCULAR IS DELIVERED AND THE OFFERING STATEMENT FILED WITH THE COMMISSION BECOMES QUALIFIED.

NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE AS HAS BEEN NO CHANGE IN THE AFFAIRS OF OUR COMPANY SINCE THE DATE HEREOF. INFORMATION CONTAINED IN THE PRELIMINARY OFFERING CIRCULAR IS SUBJECT TO COMPLETION OR AMENDMENT.

THE OFFERING PRICE OF THE SECURITIES IN WHICH THIS OFFERING CIRCULAR RELATES HAS BEEN DETERMINED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

NASAA UNIFORM LEGEND:

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY THE FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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ABOUT THIS OFFERING CIRCULAR

This Offering Circular describes the offer and sale by us of shares of our common stock pursuant to the exemption from registration provided by Section 3(b) of the Securities Act and Regulation A promulgated thereunder.

This Offering Circular speaks only as of the date hereof.

We will amend this Offering Circular whenever the information it contains has become false or misleading in light of existing circumstances and for other purposes, such as to disclose material developments related to the securities offered hereby, to update required financial statements or if there has been a fundamental change in the information initially presented. We will file an amended Offering Circular as part of an amendment to our Form 1-A, which we will file with the SEC, state regulators or other appropriate regulatory bodies. Our shares of common stock are not available for offer and sale to residents of every state.

THIS OFFERING CIRCULAR CONTAINS ALL OF THE REPRESENTATIONS BY THE COMPANY CONCERNING THIS OFFERING, AND NO PERSON SHALL MAKE DIFFERENT OR BROADER STATEMENTS THAN THOSE CONTAINED HEREIN. INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS OFFERING CIRCULAR.

This Offering Circular, together with Financial Statements, consists of total of approximately 70 pages.

Cautionary Statement Concerning Forward-Looking Statements

All statements other than statements of historical facts included in this Offering Circular are forward-looking statements. In addition, the words “anticipate,” “believe,” “estimate,” “expect,” and similar expressions as they relate to BioSculpture or its management are intended to identify forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to have been correct. Additional important factors that could cause actual results to differ materially from our expectations are disclosed under “Risk Factors,” which begins on page 7, and elsewhere in this Offering Circular.

SUMMARY INFORMATION

IMPORTANT NOTICE TO INVESTORS

The following summary highlights information contained elsewhere in this Offering Circular relating to the offering herein (the “Offering”). This summary is not complete and does not contain all of the information that you should consider before investing in shares of common stock. You should carefully read the entire Offering Circular; especially the section concerning the risks associated with the investment in common stock, discussed under “Risk Factors.”

Unless we state otherwise the terms “we”, “us”, “our”, “Company”, “BioSculpture”, “management”, or similar terms collectively refer to BioSculpture Technology, Inc., a Delaware corporation.

Some of the statements in this Offering Circular are forward-looking statements. See “About this Offering Circular—Cautionary Statement Concerning Forward-Looking Statements.”

THE COMPANY AND BUSINESS SUMMARY

BioSculpture Technology, Inc. was formed on May 18, 2001, as a Delaware corporation. We are in the business of developing, licensing, manufacturing and distributing power assisted aspiration devices, procedures, related medical equipment, and technologies. BioSculpture addresses the liposuction and obesity markets with proprietary medical devices and saleable products. In 2013, the Company turned its focus from manufacturing power-assisted devices for the cosmetic liposuction market to developing a minimally invasive device and procedure for the treatment of obesity, metabolic syndrome and type 2 diabetes mellitus.

Two-thirds of the world is overweight and one third is frankly obese. The McKinsey Global Institute estimates that 50% of the world's population will be obese by 2030 and that $2 trillion was spent on obesity-related diseases in 2014. Persistent Market Research reports that $1.4 billion was spent on bariatric surgery medical devices in 2014 and that that market has a CAGR of 9.6% so it will reach $2.5 billion by 2020.

It is that fat within your abdomen, the visceral or "belly" fat which liposuction cannot remove that is responsible for all of the morbidities associated with obesity. It causes gastric reflux and sleep apnea simply because of its bulk and secreting the bad cytokines or cellular hormones that cause type 2 diabetes mellitus, hypertension, inflammation and clots in your arteries, heart disease, autoimmune diseases and cancers, hunger, and a lack of energy. Current bariatric surgical alternatives are either restrictive (Lap-Band® and gastric visceral sleeve) or bypass (roux-en-Y gastric bypass) and have serious potential complications (leaks, bleeding, emboli, foreign body complications, fatty liver, kidney stones, and death) and life-compromising sequelae. Those lifestyle compromises may include the inability to eat a normal-sized meal, fatty diarrhea, dumping, anemia, necessity for regular liver function tests, and in many cases becoming a digestive cripple. Testifying to physician and patient satisfaction with current surgical alternatives, the number of bariatric surgical procedures carried out in the U.S. annually has plateaued at roughly 220,000 since 2008 in spite of rising costs. The American Diabetes Association reports there are 19.75 million diagnosed, type 2 Diabetics in the U.S. with 1.4 million new type 2 diabetics diagnosed each year. The Endocrine Society reports that physicians are now recommending bariatric surgery for these patients more often because it is more frequently successful than diet and exercise alone. The untapped potential of this bariatric treatment market is huge and growing. BioSculpture Technology believes its third generation tissue aspiration technology will make the direct endoscopic removal of this metabolically detrimental visceral fat a safer, more efficient and cost-saving alternative to both the current bariatric surgical alternatives and the potential market entrants on the horizon.

The Company believes that once regulatory approvals have been attained and insurance reimbursement obtained for endoscopic visceral lipectomy, the Company's most important stream of earnings will be from its EVL® device as the bariatric market is the larger and more rapidly growing. As bariatric surgery is generally reimbursed as medically indicated bariatric surgery is a recession-proof market. The Company will have other revenue streams based upon third generation products for small and medium to large volume cosmetic liposuction market. These new liposuction products require regulatory approvals as well, but as the use of elective surgery devices is generally not reimbursed by insurance; their sales will remain sensitive to the state of the economy.

Liposuction is one of most commonly performed elective surgical procedure in the world and the most frequently carried out procedure for obesity. According to statistical data released by the American Society of Plastic Surgeons ("ASPS"), liposuction was the second most common cosmetic surgical procedure performed and 221,051 liposuction procedures were performed in the U.S. in 2015, up 5% from the 2014 with a typical liposuction surgical fee of $3,009. ASPS surveys report an estimate of $668,153,180 spent on liposuction in 2015; we believe we can tap into that market with single use, per procedure consumables. We believe the potential medical device market for power assisted liposuction medical devices is estimated at over $500 million per year.

Our gentler-by-design technology has a number of substantial advantages for both patient and doctor. Our design helps reduce patient pain, swelling, bruising, unevenness and waviness, blood loss, and the necessity for repeated procedures and helps to shorten convalescence. For the surgeon, our products increase control and eliminate the surgical drudgery, labor and fatigue of manual stroking required with alternate liposuction processes. By reducing anesthesia time and the necessity of corrective procedures, generally carried out at the surgeon's expense in his office, our FDA cleared, pneumatic Airbrush Liposculpture® II System and the not as yet FDA-cleared electrical Airbrush Liposculpture® IIE System which will replace it, can save the doctor money and pay for themselves in the first two years of typical usage. They are designed for medium to large liposuction procedures. Also not FDA-cleared, the Airbrush® Liposculptor III, is designed for the small volume liposuction market and will have integrated collection devices for fat autografting for correction of wrinkles and scars.

THE OFFERING

Securities offered by BioSculpture	1,428,571 shares of our common stock, par value $0.001 per share (the "Shares" or the "Securities")
Offering price per unit	Fixed price of $3.50 per Share for the duration of the Offering. The minimum investment is $700 for 200 Shares. Fractional shares will not be issued. Only round lots of 100 shares will be sold.
Number of Shares outstanding before the offering	As of August 1, 2016, 6,130,277 Shares are currently issued and outstanding. No shares of our preferred stock are issued and outstanding as of such date. See "Securities Being Offered" for a discussion of the differences between security classes.
Minimum number of Shares to be sold in this offering	None. The minimum investment is a minimum $700 for 200 shares. Only round lots of 100 shares shall be sold above this minimum purchase amount.
Market for these securities	There is presently no public market for these Securities.
Use of proceeds	We intend that the proceeds from this Offering will be used to pay for offering expenses and thereafter for general corporate purposes.
Termination of the Offering	This Offering will close upon the earlier of (1) the sale of the maximum number of Shares offered hereby, (2) one year from the date this offering begins, or (3) a date prior to one year from the date this offering begins that is so determined by our Board of Directors.

High Degree of Risk

Given the nature of the industry in which we operate, and other factors, these securities carry a high degree of risk, and investors should be prepared to sustain a loss of their entire investment. See "Risk Factors" beginning on page 7. The most significant risk factors are as follows:

- **Medical Technology and Device Industry; Competition** - If any of our products or assets does not generate income sufficient to meet operating expenses, the value of our common stock could be adversely affected. Our industry is subject to intense competition and out competitor's products currently have large market shares. Our ability to obtain market share will be difficult and cannot be guaranteed.

- **Regulatory Approvals** - The medical device industry is a highly regulated industry. Approval of our current and future products require US Food and Drug Administration ("FDA") inspection of our facilities and we require FDA clearance for sale of new products and their indications, which may not be obtained.

- **Customer Base Acceptance** – Our inability to develop a customer base for our products could have a material adverse effect on us. No assurance can be given that our products will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

- **Development Stage Business** – BioSculpture commenced operations in 2001. We are still in the development stage with respect to many of our products and have had no significant sales or any earnings to date.

- **Control by management** - As of August 1, 2016, our executive officers owned approximately 88.9% of our outstanding common stock. Upon completion of this Offering, if all of the Shares are sold, our executive officers will own approximately 67.6% of our outstanding common stock, and thus will have the ability to elect directors to our Board.

- **Dependence on Financing** - If we do not raise sufficient working capital and continue to experience pre-operating losses, there will most likely be substantial doubt as to our ability to continue as a going concern. Revenue operations have not commenced because we have not raised the necessary capital.

- **Broker-Dealer Sales of Shares** - The Shares are not listed for trading on any exchange, and there can be no assurances that the Shares will ultimately be listed for trading on any exchange. All U.S. exchanges and certain quotation systems require that a company be a reporting company with the Securities and Exchange Commission (the "SEC") to be eligible for listing or quotation. We are not, and will not be after consummation of this Offering, a reporting company with the SEC.

- **Secondary Market** - No application is currently being prepared for the Securities to be listed on an exchange or quoted on any OTC Markets tier. There can be no assurance that a liquid market for the Securities will develop or, if it does develop, that it will continue. If a market does develop, it may not be liquid.

- **Offering Price** - The price of the Shares in this Offering has been arbitrarily established by our current management, considering such matters as the state of our business development, intellectual property, and the general condition of the industry in which we operate. The Offering price bears little relationship to the assets, net worth, or any other objective criteria.

RISK FACTORS

Investing in the Shares is very risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors and all of the information set forth in this Offering Circular before deciding to invest in our Shares. In connection with the forward-looking statements that appear in this Offering Circular, you should also carefully review the cautionary statement referred to under "About this Offering Circular—Cautionary Statement Concerning Forward-Looking Statements."

Medical Technology and Device Industry Risks

Investments in the medical technology and device industry are subject to varying degrees of risk. The yields available from equity investments in medical technology and device industry companies depends on the amount of income earned and capital appreciation generated by the company as well as the expenses incurred in connection therewith. If any of the Company's products or assets does not generate income sufficient to meet operating expenses, the value of the Shares could adversely be affected. Income from, and the value of, the Company's products and assets may be adversely affected by the general economic climate, the general medical technology and device market conditions such as oversupply of related products or a reduction in demand for medical technology and device products in the areas in which the Company's products and assets are located or sold, competition from other medical technology and device companies, and the Company's ability to provide adequate products. Revenues from the Company's products and assets are also affected by such factors such as the costs of product production and operations, as well as global and national market conditions.

Because investments in companies such as the Company are relatively illiquid, the Company's ability to vary its asset portfolio promptly in response to economic or other conditions is limited. The relative illiquidity of its holdings could impede the Company's ability to respond to adverse changes in the performance of its products and assets. No assurance can be given that the fair market value of the products produced or assets acquired by the Company will not decrease in the future. Investors have no right to withdrawal their equity commitment or require the Company to repurchase their Shares and the transferability of the Shares is limited. Accordingly, investors should be prepared to hold their investment interest until the Company is dissolved and its assets are liquidated.

Regulatory Approvals

The medical device industry is a highly regulated industry. Approval of our current and future products require FDA inspection of our facilities and FDA clearance for sale of new products and their indications. This involves expense with no guarantee such approval or indication for sale will be granted. Sale in European Community requires a CE mark for medical device sales. Such CE compliance for medical devices is based on adherence to ISO 9001 and ISO 13485 standards rather than GMP (Good Manufacturing Practices) as in the U.S for the FDA. Other countries have similar agencies from which approval must be sought. These approvals require the assistance of paid consultants and certain testing for assure and certify compliance with these standards.

The Airbrush® Liposculptor II hand piece and its associated components which together comprise the pneumatically-powered Airbrush® Liposculpture system currently offered by the Company have already received 510(k) clearance for sale (k031881). The streamlined next generation electrical wand that will replace it Airbrush® Liposculptor IIE has not yet been submitted to the FDA. It will require clearance before sale and will be submitted to the FDA under a 510(k)

as equivalent to the hand piece it will replace. While our FDA consultant believes it is reasonable to assume substantial equivalence to our current one as it has undergone little change other than substituting electrical for pneumatic actuation with both patient and physician interfaces substantially unchanged, there is no assurance the FDA will agree.

The Intellimotion® Controller which powers Airbrush® Liposculptor II has already received a 510(k) clearance for sale for use in conjunction with it. The relatively minor upgrade which maintains substantially equivalence to the current model which will allow it to not only remain backwards compatible but also have the added capability of powering Airbrush® Liposculptor IIE, EVL® and Airbrush® III will have to receive a new 510(k) clearance for use with each individual device as a system. There is no assurance the F.D.A. will regard our newer devices are substantially equivalent to our early models.

Likewise, the EVL® and Airbrush® III hand pieces will require FDA clearance before sale and will be submitted under 510(k)'s as equivalent to earlier devices. Consistent with these planned 510(k) submissions, marketing for these three devices will be limited to approved indications. No "off-label" uses can be or will be promoted.

Before the Company can market EVL® as a device specifically for visceral lipectomy and even more specifically for the treatment of obesity, metabolic syndrome and type 2 diabetes mellitus, it will require additional FDA submission(s) that may include clinical studies or a premarket approval ("PMA") which is a substantially more expensive and lengthy approval process than a 510(k).

Building Manufacturing Capacity and Certification

In order to commercialize our products in volume, we need to either build additional internal manufacturing capacity or contract with one or more manufacturing partners, or both. Our technology and the manufacturing process for our products is highly complex, involving a larger number of unique parts, and we may encounter unexpected difficulties in manufacturing our products. There is no assurance that we will be able to continue manufacturing our products. There is no assurance that we will be able to continue to build, or enter into agreements with manufacturing partners, to meet the volume and quality requirements necessary to be successful in the market. Manufacturing and product-quality issues may arise as we increase the scale of our production. If our products do not consistently meet our customers' performance expectations, our reputation may be harmed, and we may be unable to generate sufficient revenue to become profitable. Any delay or inability in establishing or expanding our manufacturing capacity could diminish our ability to develop or sell our products, which could result in lost revenue and seriously harm our business, financial condition and results of operation.

We rely on other companies for the manufacture of devices, components and sub-assemblies. We may not be able to scale the manufacturing process necessary to build and test multiple products on a full commercial basis successfully, in which event our business would be materially harmed.

In addition to the need to maintain suitable, efficient, and safe production facilities to meet consumer demand, the company is required to maintain such current good manufacturing practices in accordance with 21 CFR §820.20 and §820.70. Failure to comply with such standards and federal law will result in investigation by the FDA and the potential for injunction of offending operations and damage to the Company's reputation.

Our products are complex and involve a large number of unique components, many of which require precision manufacturing. The nature of the products requires customized components that are currently available from a limited number of sources, and in some cases, sole or single sources. If we are unable to secure a sufficient supply of these product components, we will be unable to manufacture and sell our products in a timely fashion or in sufficient quantities or under acceptable terms. Additionally, for those components that are currently purchased from a sole or single source supplier, we have not yet arranged for alternative suppliers. It might be difficult to find alternative suppliers in a timely manner and on terms acceptable to us.

For international sales, it is imperative that the Company obtain CE certification, as the device regulatory agencies of many companies require that in addition to their own or U.S. FDA approval for sale. Although the Company has employed independent testers and consultants to assure its products, manufacturing methods, tests and procedures are in conformity with ISO 9001, ISO 13485 and other applicable guidelines for such certification, the Company has not yet obtained CE for Airbrush® Liposculptor II and it must obtain such certification for any future products as well to facilitate international sales. This may lead to additional costs and delays before international sales are realized.

Customer Base Acceptance

The Airbrush® Liposculptor II is a Twin Cannula Assisted Liposuction ("TCAL") device that offers particular advantage in the removal of fat from significantly overweight and obese patients. It is based on a sliding tube-within-a-tube, Twin Cannula Assisted Liposuction ("TCAL") technology that allows mechanical reciprocation of the aspirating tube or cannula within a sheath, sparing the patient the trauma of each advancing stroke and the surgeon the necessity of manually moving the instrument back and forth. The typical purchasing surgeon is a board certified plastic surgeon, cosmetic surgeon, otolaryngologist or gynecologist who performs liposuction surgeries in volumes larger than 1,500 to 3,000 gm. (3.3 to 6.6 lbs.) per session and does so in suitability inspected and accredited ambulatory facilities. The added control can assist in the smaller volume liposuctions, but that is not this instrument's target market.

The Company believes it can further develop the existing customer base, and develop a new and broader base. Airbrush® Liposculptor IIE is an electrical medium and large volume TCAL device targeting the plastic surgeons, gynecologists and general surgeons. The single cannula Power Assisted Liposuction device ("PAL") Airbrush® Liposculptor III targets the dermatologists and cosmetic surgeons performing smaller volume liposuctions in less well-equipped offices and spas. The inability of the Company develop and expand such a customer base could have a material adverse effect on the Company. The Company believes that its product matrix offers attractively priced competitive advantages over existing products. The Company will promote its products and methods in a coordinated internet and conventional, trade and lay advertising campaign. There is no assurance can be given that the Company's products will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

As a treatment rather than a cosmetic device, the Company's EVL® device targets bariatric surgeons who perform endoscopic procedures. As it is a new alternative to currently offered restrictive or bypass procedures, customer base acceptance will need be earned by experiences with early patients in demonstrating safety and efficacy and early adoption by the Key Opinion Leaders ("KOL's") at respected medical centers. The Company believes this is highly possible since visceral lipectomy does not involve the risks cutting into the stomach or bowel, rearranging the body's alimentary plumbing or leaving behind a foreign body.

Competition

Competition in the Power Assisted Liposuction or "PAL" Market exists from vibrating short stroke single cannula devices such as MicroAire's PAL2000 that currently markets for approximately $14,000 and has captured an estimated two-thirds of the market for PAL. Our Airbrush® Liposculptor III has a projected sale price of $9,000 because of its low COGS directly targets and the same PAL market. As it has a stationary barb to which vacuum tubing is be attached, there is no tugging on that tubing, which may be generic rather than proprietary, and result in less vibration. We believe our better design and lower cost of goods will allow us to compete successfully.

Competition also exists from LASER-Assisted Liposuction ("LAL") devices and Ultrasound-Assisted Liposuction devices ("UAL") which are marketed for sale in the range of $100,000 and $40,000 respectively. Both melt the fat, expose the patient to the risk of burns, and require manual or PAL devices to remove that dissolved fat. A more recent entry of yet unproven merit, Water-Assisted Liposuction ("WAL") has garnered a few proponents, and is marketing for sale for approximately $60,000. It too requires mechanical reciprocation.

There are also transcutaneous microwave, LASER, ultrasound and chilling devices that may offer limited spot improvements of fatty deposits over multi-visit treatments (generally 6 to 12 visits) of select, suitably motivated patients. However, these non-invasive devices are not appropriate for the two-thirds of the population who are overweight and desire more significant and dramatic changes to their bodies that only surgery can provide. Effective or not, there will always be some appeal for the public to try a non-invasive treatment first before resorting to surgery. Those devices may cut into Airbrush® Liposculptor III's potential market for some patients with discrete problem areas, but they do not threaten Airbrush® Liposculptor IIE's or EVL® target markets of overweight and frankly obese patients respectively.

Once the Company enters the bariatric market with our EVL® device as a treatment for obesity after FDA approval is obtained, it is likely Lap-Band®, recently acquired by Apollo EndoSurgery from Allergan will be our principal minimally invasive device competitor. Lap-band® has an established, albeit declining market share ($160 million in 2013 from its Obesity Control Division as reported in public filings) and Apollo EndoSurgery is making an effort to freshen the brand. There remains some brand loyalty and vested interests. We believe our patented device and procedure, which does not involve leaving behind a foreign body, cutting into the stomach or bowel, or rearranging the body's alimentary plumbing, and offers the ability for retreatment to avoid a weight loss plateau, can confer a substantial market advantage for us and overcome these potential obstacles. Furthermore, it will not have the potential of generating nutritional cripples who need frequent liver function test monitoring. However, there is no assurance that this will be the case.

Where there does exist some current power assisted liposuction competition, management believes that the Company's products are technologically advanced, well positioned, top quality, and unique in nature and the advantages they provide. There are currently no other TCAL products on the market and Airbrush® Liposculptor IIE offers an improved electromechanical entry for this medium to large volume sector. However, market acceptance cannot be assured. The expertise of management combined with its personal and long-standing relationships and access to key opinion leaders ("KOL's"), its method and device patents, and the potential strength of its brands set the Company apart from its competitors. However, there is the possibility that new competitors could seize upon the Company's business model and produce reverse-engineered competing products or services with similar focus.

We have obtained two method and device patents for its endoscopic use of our twin cannula technology in the removal of visceral fat within the abdomen, and a third method and device patent for sampling visceral fat to ascertain the visceral fat locations which are metabolically most detrimental to target for removal first. However, although we have pending patents for improvements and proprietary technology not subject to patent, our original twin cannula technology is now off patent for subcutaneous liposuction. New competitors could be better capitalized than BioSculpture Technology, Inc., which could give them a significant advantage. There is the possibility that the competitors could capture market share of the Company's intended market.

Our Ability to Succeed Depends on our Ability to Grow our Business and Achieve Profitability

The introduction of new products and services, and expansion of our distribution channels will contribute significantly to our operational results, and we will continue to develop new and innovative ways to manufacture our products and expand our distribution in order to maintain our growth and achieve profitability. Our future operational success and profitability will depend on a number of factors, including, but not limited to:

- Our ability to manage costs;
- The increasing level of competition in the medical device and technology industry;
- Our ability to continuously offer new and improved products;
- Our ability to maintain efficient, timely and cost-effective production and delivery of our products;
- The efficiency and effectiveness of our sales and marketing efforts in building product and brand awareness;
- Our ability to identify and respond successfully to emerging trends in the medical device and technology industry;
- The level of consumer acceptance of our products;
- Regulatory compliance costs; and
- General economic conditions and consumer confidence.

We may not be successful in executing our growth strategy, and even if we achieve targeted growth, we may not be able to sustain profitability. Failure to execute any material part of our growth strategy successfully would significantly impair our future growth and our ability to attract and sustain investments in our business.

Development Stage Business

We commenced operations in 2001. Reduction of the twin cannula concept to practice required innovations worthy of 13 patent allowances at the cost of seven years and almost $1.3 million on research and development until sales of Airbrush® Liposculptor II Systems began in 2008.

The market downturn, difficulties in demonstrating a pneumatic device most suitable for larger volume liposuctions at a time when most surgeons were not performing them, the logistics of demonstrating our devices in offices and ambulatory facilities which rarely had provision to supply gas for pneumatic instruments, and doctors' declining patient flow caused management to redirect funds away from marketing to this "large volume, gas powered" liposuction product and back into research and development of purely electrical devices with a wider potential market appeal. The Company chose to retarget

for much larger and recession proof (insurance reimbursed) bariatric market, convert its medium to large volume liposuction product to electric, and offer products also suitable to smaller volume liposuction. That decision resulted in the pipeline products we plan to introduce with the funds of this Offering and potential for much larger future revenues, but also the absence of any significant sales or any earnings to date. It is to be emphasized that until regulatory approvals are obtained for visceral lipectomy and insurance reimbursement obtained for an indicated treatment procedure, cosmetic use of the device will remain subject to the state of the economy. Although the company will pursue those regulatory approvals and insurance reimbursement aggressively, delays maybe encountered. Use of any of the Company's products in cosmetic liposuction, including EVL® for the indication for which it will be initially introduced, is generally not reimbursed by insurance and will remain subject to the state of the economy.

Although more surgeons are now performing larger volume liposuctions and the Company's planned product line will be electric and includes products developed for smaller volume procedures, and a product for enter into the bariatric treatment market, the Company's proposed operations are subject to all business risks associated with new product production and market launch. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future and there can be no assurances that the Company will operate profitably.

Inadequacy of Funds

Gross offering proceeds of a maximum of $5,000,000 may be realized. Management believes that such proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of the Company's business plan; however, this cannot be assured. If only a fraction of this Offering is sold, or if certain assumptions contained in management's business plans prove to be incorrect, the Company may have inadequate funds to develop its business fully.

Dependence on Management

In the early stages of development, the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon the services of Dr. Robert L. Cucin, the Company's founder, President and Chief Executive Officer.

Risks of Borrowing

Although the Company does not intend to incur any additional debt from the investment commitments provided in this Offering and to the contrary intends to gradually extinguish existing debt, should the Company fail to eliminate its existing debt or need to obtain secure bank debt in the future, possible risks could arise. If the Company incurs additional indebtedness, a portion of the Company's cash flow will have to be dedicated to the payment of principal and interest on such new indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and are subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its shareholders in order to address changed circumstances or

opportunities. Because of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of the Company's management with respect to application and allocation of the net proceeds of this Offering. Investors for the Shares offered hereby will be entrusting their funds to the Company's management, upon whose judgment and discretion the investors must depend.

Minimum Amount of Capital to be Raised

There is no minimum amount of Securities that need to be sold in this Offering for it to become effective (other than the 100 minimum number of Shares or even lots of 100 shares to be purchased by any investor) or for the Company to access the investment funds. All investor funds will be transferred from the transfer agent's investment holding escrow account to the Company immediately upon the Company's request after stock issuance or at regular intervals (e.g., weekly). The Company cannot assure you that subscriptions for the entire Offering will be obtained. The Company has the right to terminate this Offering at any time, regardless of the number of Shares that have sold. The Company's ability to meet financial obligations, cash needs, and to achieve objectives, could be adversely affected if the entire offering of Shares is not fully subscribed.

Control by Management

As of August 1, 2016, our executive officers owned approximately 88.9% of our outstanding common stock. Upon completion of this Offering, if all of the Shares are sold, our executive officers will own approximately 67.6% of our outstanding common stock and thus will have the ability to elect our directors. Shareholders will have not have the ability to control the Company's operations.

Return of Profits

The Company has never declared or paid any cash dividends on its common stock. The Company currently intends to retain future earnings, if any, to finance the expansion of the Company's operations and holdings. As a result, the Company does not anticipate paying any cash dividends to its shareholders for the foreseeable future.

No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not develop similar or superior products or technology independently. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other investment funds, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

The Company's Continuing as a Going Concern Depends Upon Financing

If the Company does not raise sufficient working capital and continues to experience pre-operating losses, there will most likely be substantial doubt as to its ability to continue as a going concern. Because the Company has generated no revenue, all expenditures during the development stage have been recorded as pre-operating losses. Revenue operations have not commenced because the Company has not raised the necessary capital.

Broker-Dealer Sales of Shares

The Shares are not included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. It is the requirement by all U.S. exchanges and certain quotation systems that a company be a reporting company with the Securities and Exchange Commission to be eligible for listing or quotation by market makers. The Company is not and will not be a reporting company with the SEC in connection with this Offering.

The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ Capital Market. The entry standards require at least $4 million in net tangible assets or $750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least

1 million shares, $5 million value of public float, a minimum bid price of $2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least $2 million in net tangible assets or $500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a $1 million market value of public float, a minimum bid price of $1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Shares or any of the common stock of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the common stock (including the Shares) are covered by a Securities and Exchange Commission rule that imposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and qualified investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and will affect the ability of members to sell their Shares in the secondary market.

Secondary Market

No application is currently being prepared for the Company's securities to be admitted to the Official Listing and trading on any regulated market. No application is being prepared to include the Company's securities to trading on an "Over-the-Counter" or "Open Market", though the Company intends to apply for OTC-QB listing within twelve months of the close of this Offering. There can be no assurance that a liquid market for the Shares will develop or, if it does develop, that it will continue. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Shares easily or at prices that will provide them with yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of the Shares and investors wishing to sell the Shares might therefore suffer losses.

Certain Factors Related to Our Common Stock

The Company's common stock may be considered a "penny stock," and a shareholder may have difficulty selling shares in the secondary trading market.

The Company's common stock may be subject to certain rules and regulations relating to "penny stock" (generally defined as any equity security that has a price less than $5.00 per share, subject to certain exemptions). Broker-dealers who sell penny stocks are subject to certain "sales practice requirements" for sales in certain nonexempt transactions (i.e., sales to persons other than established customers and institutional "qualified investors"), including requiring delivery of a risk disclosure document relating to the penny stock market and monthly statements disclosing recent price information for the penny stocks held in the account, and certain other restrictions. For as long as the Company's common stock is subject to the rules on penny stocks, the market liquidity for such securities could be significantly limited. This lack of liquidity may also make it more difficult for the Company to raise capital in the future through sales of equity in the public or private markets.

The price of the Company's common stock may be volatile, and a shareholder's investment in the Company's common stock could suffer a decline in value.

There could be significant volatility in the volume and market price of the Company's common stock, and this volatility may continue in the future. The Company's common stock may be quoted on the OTCQB, OTCQX, OTC Pink, the Bermuda BSX Exchange, the London Stock Exchange's AIM Market, the Canadian TSX Venture Exchange or TMX Exchange, the Irish Stock Exchange, the Frankfurt Stock Exchange and/or the Berlin Stock Exchange, where each has a greater chance for market volatility for securities that trade on these markets as opposed to a national exchange or quotation system. This volatility may be caused by a variety of factors, including the lack of readily available quotations, the absence of consistent administrative supervision of "bid" and "ask" quotations and generally lower trading volume. In addition, factors such as quarterly variations in our operating results, changes in financial estimates by securities analysts or our failure to meet our or their projected financial and operating results, litigation involving us, general trends relating to liposuction and bariatric surgery, the medical device and technology industry, actions by governmental agencies, national economic and stock market considerations as well as other events and circumstances beyond our control could have a significant impact on the future market price of our common stock and the relative volatility of such market price.

Compliance with Securities Laws

The Shares are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Florida and New York Securities Laws, and other applicable state securities laws. If the sale of

Shares were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of the Shares. If a number of purchasers were to obtain rescission, we would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

Offering Price

The price of the Shares has been arbitrarily established by our current management, considering such matters as the state of the Company's business development, intellectual property, and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets or net worth of the Company, or any other objective criteria.

Lack of Firm Underwriter

The Shares are being offered on a "best efforts" basis by the management of the Company and any FINRA-registered broker dealer who subsequently may choose assist in sale of the Offering. Accordingly, there is no assurance that the management of the Company or any FINRA-registered broker-dealer that may be engaged in the future will sell the maximum number of Shares offered in the Offering, or any lesser amount.

Projections: Forward Looking Information

Management has prepared projections regarding anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business. The projections are based on management's best estimate of the probable results of operations of the Company and the investments made by management, based on present circumstances, and have not been reviewed by independent accountants and/or auditing counsel. These projections are based on several assumptions, set forth therein, which management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into a market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While management believes that the projections accurately reflect possible future results of operations, those results cannot be guaranteed.

DILUTION

Principal of $50,000 of a Mezzanine bond, purchased on May 29, 2015, converted together with $5,014 of accrued bond interest into 25,236 shares of common stock at $2.18 per share on May 29, 2016. In February 2016, the Company authorized the sale of 45,872 shares of common stock at a price of $1.09 per share to an existing shareholder and advisor. These shares have been recorded as to be issued at March 31, 2016. In addition, 4,587 shares of common stock were sold to an existing shareholder for $10,000 at a price of $2.18 per share on June 21, 2016. The Shares being offered in this Offering are being sold at a price of $3.50 per share.

$82,100 of these mezzanine convertible bonds that have been sold to date remain and may convert with interest into shares of our common stock. On May 18, 2016, Joseph Runsdorf, a current shareholder, purchased a $5,000 mezzanine convertible bond. John Wohlstetter, a current shareholder, purchased $10,000, $6,000, $10,000 and $17,000 of mezzanine convertible bonds on August 15, 2015, September 29, 2015, December 18, 2015 and January 19, 2016, respectively. Randy Wohlstetter, a current shareholder, purchased $6,000 and $12,000 of mezzanine convertible bonds on September 30, 2015 and April 12, 2016. Herbert Korthoff, an existing shareholder and advisor, purchased an $11,100 mezzanine convertible bond on December 18, 2015. Both principal and accrued interest of these mezzanine convertible bonds shall be automatically converted into shares of our common stock upon the earliest of: (1) at a 10% discount to the price per share of our common stock in this Offering upon Qualification; (2) at a 10% discount to the price of an investment of $500,000 in the Company (other than the mezzanine convertible bonds themselves); (3) at 10% discount to the price of registration statement of the Company on Form S-1 being declared effective; or (4) 12 months from the purchase of the mezzanine convertible bonds at default price of $2.18 share. It is anticipated that both the principal and interim interest between purchase and qualification of the of these mezzanine convertible bonds (the $82,1000 that have been sold, any of the remaining $367,900 that may be sold before Qualification, and interval accrued interest thereupon) will be converted into shares of our common stock at a price of $3.15 per share, which is 90% of the $3.50 price per Share price paid by the Investors in this Offering.

PLAN OF DISTRIBUTION

The company is self-underwriting this Offering and management of the company will distribute the shares on a "best efforts" basis. The Company may engage FINRA-registered broker dealers to distribute and syndicate the Offering as necessary; any such participation will be detailed in a subsequent amendment to this filing. Upon Qualification, investors will be able to purchase Securities directly through the Company by completing a Subscription Agreement online, with payment by check, money order, or bank wire transfer. None of the Securities being offered are for the account of current security holders of the Company. VStock Transfer, LLC has already been engaged as transfer agent for the Company and shall be notified of each transaction; the investor/purchaser can opt to have his certificates remain in book form in the transfer agent's ledger or have physical delivery.

We have budgeted our use of proceeds to reflect a maximum of 10% aggregated commissions that may be paid any lead underwriter that may be engaged and broker dealers who may choose to assist the selling syndicate. None of our officers or directors will receive any commissions, directly or indirectly, in connection with sales in this Offering. An Amendment shall be filed in the event an underwriter is engaged.

Initially the company will list its securities on its corporate web site, www.biosculpturetechnology.com. Upon qualification, the Offering Circular shall be furnished to prospective investors upon their request via electronic PDF format and will be available for viewing and download 24 hours per day, 7 days per week. It is anticipated the Offering will be listed upon one of the specialized portals that have become available specifically for Regulation A Offerings and an Amendment shall be filed upon that event.

There is no minimum amount of this Offering before it becomes effective other than the even lot 100 Share minimum purchase required for each investor. The duration of the Offering is until the earlier of (1) the sale of the maximum number of shares of common stock offered hereby, (2) one year from the date this Offering begins, or (3) a date prior to one year from the date this Offering begins that is so determined by our Board of Directors. The Company will have immediate access to the proceeds of the Offering as soon as the shares are issued. After anticipated sales commissions to FINRA-registered broker dealers as may be engaged, a maximum of $4,500,000 will be received from the Offering. The minimum investment by an investor is for 200 Shares or $700.00. Only even lots of 100 shares shall be sold.

Prior to undertaking an investment in the Offering, an investor is required to execute the Subscription Agreement and must indicate whether he or she is a foreign national or an Accredited Investor, institution or fund, and whether the amount of securities the investor wishes to purchase is less than 10 percent of the investor's annual income or net worth or less than 10 percent of revenue or net assets as of the most recent fiscal year end if not a natural person. There is no fee for doing so. Only prospective investors that reside in jurisdictions where the Offering is registered who meet any state-specific investor suitability standards will be allowed to invest. Confirmation of investor residence and suitability will be by based upon residence, review of completed Subscription Agreement and Investor Questionnaire, prior to the Company's execution and the issuance of the Shares.

In order to subscribe to purchase the Securities, a prospective investor must complete and execute the Subscription Agreement and Investor Questionnaire electronically through RightSignature.com. The Investor may purchase securities through wire transfer, money order, or a check to the Company's account.

We reserve the right to reject any investor's subscription in whole or in part for any reason. If the Offering terminates or if any prospective investor's subscription is rejected, all funds received from such investors will be immediately returned without interest or deduction.

In addition to this Offering Circular, subject to limitations imposed by applicable securities laws, we expect to use additional advertising, sales and other promotional materials in connection with this Offering. These materials may include public advertisements and audio-visual materials authorized by both the Company. Although these materials will not contain information in conflict with the information provided by this Offering and will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Securities, these materials will not give a complete understanding of this Offering, the Company or the Securities and are not to be considered part of this Offering Circular. This Offering is made only by means of this Offering Circular and prospective investors must read and rely on the information provided in this Offering Circular in connection with their decision to invest in the Securities.

Special considerations apply when contemplating the purchase of our Shares on behalf of employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual

retirement accounts and other arrangements that are subject to Section 4975 of the Code, or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA, and entities who underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan"). A person considering the purchase of our Shares on behalf of a Plan is urged to consult with tax and ERISA counsel regarding the effect of such purchase and, further, to determine that such a purchase will not result in a prohibited transaction under ERISA, the Code or a violation of some other provision of ERISA, the Code or other applicable law. We will rely on such determination made by such persons, although no Shares will be sold to any Plans if management believes that such sale will result in a prohibited transaction under ERISA or the Code.

It is to be noted that in compliance with Exchange Act Rule 3a4-1, in Repayment of Related Party Debt, none of the proceeds will go to the Related Party, Dr. Cucin, the Company's C.E.O., whose Personal Guarantee secures the three bank-revolving credit lines to Bank of America, Chase and Citibank. Funds will go directly to the banks for the paying down of those three credit lines, paying down the highest interest rate loans first, to the degree permitted by receipt of proceeds from the Offering while allowing development of the EVL® device as the Company's principal value driver. That Personal Guarantee is Dr.Cucin's long-term investment in the company and he is content to leave it in place until the Company's credit is sufficient to secure those lines. Please see **USE OF PROCEEDS TO ISSUER**.

Also with regard to Exchange Act Rule 3a4-1(a) (2) and (3), Ms. Salerno, C.F.O., has been excluded by the Board of Directors from participating in sales of securities as evidenced by **Exhibit 6.8**. She will receive no proceeds from the Offering but will receive a salary from the Company for services unrelated to security sales. She is associated with a broker dealer licensed only to participate in the sales of private securities and not in the public offerings of new securities. That broker dealer is not participating in this Offering. Her affiliation with the Company appears as an outside business activity on her U-4, evidencing the broker dealer's acquiescence with her outside business activity.

USE OF PROCEEDS TO ISSUER

We seek to raise maximum gross proceeds of $5,000,000 from the sale of Securities in this Offering. After payment of the expenses of the Offering, except as set forth below, we intend to use these proceeds for general corporate purposes, and as set forth herein, and, other than this use, no substantial portion of the proceeds has been allocated to a particular purpose.

We anticipate that approximately 9% of the proceeds from the Offering will be used to discharge approximately $467,306 of Company indebtedness. The amounts of corporate indebtedness as of August 1, 2016 are as follows:

Note payable related party	$	433,180.58
Note payable	$	80,680.03
	$	513,860.61

The Note payable related party mostly represents the CEO's Personal Guarantee on three bank-revolving lines of credit (Chase, Citibank and Bank of America), with only a small portion directly owed directly to Dr. Cucin, and that portion being interest-free. Credit line interest is simply passed through to the Company without mark-up. The highest interest rate debt will be paid off first, and with remaining debt paid off as cash flow permits. The Company may keep in place some of this debt with lower interest rates, so that more of the proceeds of this Offering may be utilized for product development and the commencement of production. As it bears no interest, the portion of the interest-free related party debt owed to Dr. Cucin, the CEO, represents his long-term commitment to the success of the company. It need be repaid only when there is sufficient cash flow without compromise to enactment of the Company's business plan.

Other than a partial discharge of credit line debt secured by the Related Party's Personal Guarantee to the benefit of the Company as described above, none of the proceeds of the Offering will be used to compensate or otherwise make payments to our officers, directors, or any of our subsidiaries. There are no anticipated material changes in the use of proceeds if all of the Securities are not sold, other than additional amounts of the debt specified above may not be repaid.

We reserve the right to change the use of proceeds as our management determines to be in the best interests of the Company.

Examples of use of proceeds in the event that the maximum amount in the Offering is raised, and in the event that only a lesser amount is raised, an exemplary amount of $1,500,000, are set forth below. Aggregate brokerage sales

commissions are limited to a maximum of 10% of the Offering proceeds and Offering expenses are estimated at a maximum 2% of the Offering proceeds.

	Maximum Amount ($5,000,000)	Percent of Proceeds	Partially Subscribed ($1,500,000)	Percent of Proceeds
Offering Expenses [1]	$ 100,000	2%	$ 30,000	2%
Commissions [2]	$ 500,000	10%	150,000	10%
Total Offering Expenses & Fees[3]	$ 600,000	12%	$ 180,000	12%
Net Offering Proceeds	$ 4,400,000	88%	$ 1,320,000	88%
Marketing	$ 1,481,652	30%	$ 30,000	2%
Production, FDA, CE2F	$ 1,559,351	31%	$ 600,000	40%
Debt Reduction	$ 467,306	9%	$ 200,000	13%
Legal, Accounting	$ 295,433	6%	$ 90,000	6%
Corporate Expenses	$ 1,196,258	24%	$ 400,000	27%
Total Application of Proceeds	**$ 5,000,000**	**100%**	**$ 1,500,000**	**100%**

[1] Includes estimated Offering Circular preparation, filing, printing, legal, accounting, state registration fees, and other documented expenses of the Offering that we expect will total approximately 2% of the Offering proceeds.

[2] An Aggregate maximum of a 10% commission may be distributed between any FINRA-registered broker dealers engaged to underwrite the Offering and any FINRA-registered broker dealers choosing to participate as members of the selling syndicate. An Amendment shall be filed in the event of such participation.

[3] No sales commissions or portions thereof will be directly or indirectly received by any of our executive officers or management.

This Offering is not being underwritten but sold by managers and directors of the Company on a “best efforts” basis. An Aggregate Sales Commission of 10% and aggregate expenses of 2% are projected in the above use of funds in anticipation of the Company engaging one or more FINRA-registered broker dealers to distribute and syndicate the Offering, also on a “best efforts” basis.

In addition, the Company anticipates and projects accordingly that it may be necessary for a FINRA-registered lead underwriter to be remunerated with undiluted stock for 4.5% of the Company stock outstanding at the time of completion of this Offering.

Expenses of the Offering, such as but not limited to printing, legal and accounting expenses, state registrations, filings, transfer agent and escrow agent fees, investment relations, road show presentations, advertisements and mailings, whether paid directly by the Company or reimbursed to subsequently participating FINRA-registered broker-dealers are estimated at 2% of the Offering Proceeds to included reimbursed expenses and such other costs as legal, accounting, blue-sky filings, road shows and travel.

It is to be noted that in compliance with Exchange Act Rule 3a4-1, in Repayment of Related Party Debt, none of the proceeds will go to the Related Party, Dr. Cucin, the Company’s C.E.O., whose Personal Guarantee secures the three bank-revolving credit lines to Bank of America, Chase and Citibank. Funds will go directly to the banks for the paying down of those three credit lines, paying down the highest interest rate loans first, to the degree permitted by receipt of proceeds from the Offering while allowing development of the EVL® device as the Company’s principal value driver. That Personal Guarantee is Dr.Cucin’s long-term investment in the company and he is content to leave it in place until the Company’s credit is sufficient to secure those lines.

Also with regard to Exchange Act Rule 3a4-1(a)(2) and (3), Ms. Salerno, C.F.O. is forbidden from participating in security sales of the Offering, as evidenced by Exhibit 6.8. She will receive a salary from the Company for services unrelated to security sales.

DESCRIPTION OF BUSINESS

Formation

The Company was formed on May 15, 2001, as a Delaware corporation. We are in the business of developing, licensing, manufacturing and distributing power assisted tissue aspiration devices and procedures and related medical equipment and technologies. BST's Corporate Mission is to be a world leading manufacturer and developer of medical devices and procedures for handling adipose tissue targeting the bariatric market, the liposuction and body sculpting market, and the fat autograft and adipocyte-derived stem cell processing markets.

We currently have four employees, of which one is a full-time employee and four are part-time.

Operations

The Company operates leanly using OEM manufacturers for production, inventory and fulfilment and product servicing. We address the vast liposuction and obesity markets with proprietary medical devices and saleable products, which are the subject of 15 previously issued, and now expired patents. We have three newly granted patent applications with method and device claims, numerous pending patent applications, and eight registered and incontestable trademarks to protect pipeline products we plan to bring to market. These include next-generation versions of those currently marketed.

The Company's twin cannula design and other patent-pending aspects of our technology confer advantages in potential applications addressing obesity, metabolic syndrome and type II diabetes. Two of these include large volume liposuction and adaptations for laparoscopic removal of the metabolically more harmful visceral or "belly" fat as potential alternatives to obesity treatments with gastric banding and intestinal bypass. In 2013, the Company turned its focus from manufacturing power-assisted devices for the cosmetic liposuction market to developing a minimally invasive device and procedure for the treatment of obesity, metabolic syndrome and type 2 diabetes mellitus.

Two-thirds of the world is overweight and one third is frankly obese. The McKinsey Global Institute estimates that 50% of the world's population will be obese by 2030 and that $2.0 trillion was spent on obesity-related diseases in 2014. Persistent Market Research reports that $1.4 billion was spent on bariatric surgery in 2014 and that that market has a CAGR of 9.6% so it will reach $2.5 billion by 2020.

It is that fat within your abdomen, the visceral or "belly" fat which liposuction cannot remove that is responsible for all of the morbidities associated with obesity. It causes gastric reflux and sleep apnea simply because of its bulk and secreting the bad cytokines or cellular hormones that cause type 2 diabetes mellitus, hypertension, inflammation and clots in your arteries, heart disease, autoimmune diseases and cancers, hunger, and a lack of energy. Current bariatric surgical alternatives are either restrictive (Lap-Band® and gastric visceral sleeve) or bypass (roux-en-Y gastric bypass "RGYB") and work by starving that fat. They have serious potential complications (leaks, bleeding, emboli, foreign body complications, fatty liver, kidney stones, and death) and life-compromising sequelae. Those lifestyle compromises may include the inability to eat a normal-sized meal, fatty diarrhea, dumping, anemia, easy bruising, necessity for regular liver function tests, and in many cases becoming a digestive cripple. Testifying to physician and patient satisfaction with current surgical alternatives, the number of bariatric surgical procedures carried out in the U.S. annually has plateaued at roughly 220,000 since 2008 in spite of bariatric surgery expenditures having risen to $1.4 billion dollars annually.

The American Diabetes Association reports there are 19.75 million diagnosed, type 2 Diabetics in the U.S. with 1.4 million new type 2 diabetics diagnosed each year. The Endocrine Society reports that physicians are recommending bariatric surgery for these patients more frequently as surgery is more often successful than diet and exercise alone. The untapped potential bariatric treatment market is huge and growing. BioSculpture Technology believes its third generation tissue aspiration technology will make the direct endoscopic removal of this metabolically detrimental visceral fat a safer, more efficient and cost-saving alternative to both the current bariatric surgical alternatives and potential market entrants on the horizon. Furthermore, the Company believes the procedure does not pose a risk for the significant life-style compromising consequences of current interventional options.

Although the Company believes its most important stream of earnings will be from its EVL® treatment device for the endoscopic removal of visceral fat as that is the larger and recession-proof market, the Company has other significant potential revenue streams based upon third generation products for small and medium to large volume cosmetic liposuction market which may be more significant in the early years. Use of any of the Company's products in cosmetic liposuction, including EVL® for the indication for which it will be initially introduced, is generally not reimbursed by insurance and will remain subject to the state of the economy.

Demonstrating the revenue-generating potential of the first generation of our licensed intellectual property, two non-exclusive licenses of our first generation technology captured approximately 25% of the Power Assisted Liposuction or "PAL" market the first tissue aspiration patent created. This market grew to an estimated $500 million a year. Under one license, NuMed and UAM manufactured a reusable electric, single cannula device. Under a second, Byron Medical and Mentor, acquired by the Ethicon Division of Johnson and Johnson, manufactured a disposable, air-driven, single cannula device with an estimated $150 Million yearly gross sales. The underlying patent and those licenses are now expired.

The worldwide liposuction market itself is vast. According to multi-specialty statistical data released by the American Society of Plastic Surgeons ("ASPS"), liposuction is the second most commonly performed elective surgical procedure in the world and the most frequently carried-out procedure for obesity, with 222,051 liposuction procedures in 2015, up 5% from 2014, with an average U.S. liposuction surgical fee of $3,009 in 2015. Our procedure consumable can tap into this $668 million yearly U.S. market in liposuction surgical fees with single-use per procedure consumables and brand-based patient referrals We estimate the potential U.S. market for liposuction medical devices is estimated at $500 million in device sales, and Europe, South America and Asia each equal or surpass the U.S. market in potential size.

The twin-cannula tissue removal platform has already received pre-market clearance for sale from the FDA under 510(k) #031881 and the company has obtained certificates for export. The Company has opened the Asian market with sales to UMECO, a major Asian distributor of second-generation Airbrush® Liposculptor II units.

To date, we have not sold a sufficient number of devices to be profitable and have suspended production of the current devices in favor of resuming it with our newer and more advanced models that are sleeker and electrically rather than pneumatically actuated. We had a net loss for our 2015 fiscal year and have no material revenues at the present.

To speed customer readiness to upgrade and regulatory approvals, the Company plans to make the Intellimotion® Controller with much of the same electronic componentry and only minor changes. Streamlining the manufacturing process, a single Intellimotion® Controller console will be capable of powering and controlling all of our power assisted product offerings.

We believe that our third generation, patent-pending technology has dramatic advantages for both patients and doctors that make liposuction less painful and less physically taxing, with better results and shorter convalescence. Our second-generation Airbrush® Liposculptor II twin-cannula system is gentler by design as only the inner cannula, a "tube-within-a-tube", moves. By thus eliminating the to-and-fro battering ram trauma of a single unsheathed cannula being thrust back and forth many thousands of times per hour into a patient during a single surgery, Airbrush Liposculptor II can result in less pain, swelling, bruising, unevenness and waviness, and blood loss. This can reduce the necessity for repeated procedures and help to shorten convalescence. For the surgeon, our Airbrush Liposculpture® System II systems can increase control and eliminates the surgical drudgery, labor and fatigue of manually stroking a single cannula inside the patient. By reducing anesthesia time and the necessity of corrective procedures, generally carried out at the surgeon's expense in his office, our system can save the doctor money and can pay for itself in the first two years of typical usage.

Airbrush® Liposculptor IIE, already in prototype stage and shortly ready for FDA 510(k) submission will be introduced to offer a sleeker electrical wand alternative to pneumatic power. It minimizes vibration even further by avoiding tugging on the vacuum tubing, utilizing the tube-within-a-tube principle at the back end as well as the front end of the hand piece to maintain a stationary barb.

The Company has three newly allowed patents with both method and device claims and multiple U.S. patent applications are pending. Allowed method in these three U.S. patents and our eight U.S. registered and incontestable trademarks and strong branding potential facilitates a technology and treatment revenues. EVL® Bariatric surgery centers can also offer Airbrush Liposculpture® in a single facility for cost savings and cross sell. Physicians wishing to license the brand to set up branded EVL® Bariatric Centers and/or Airbrush Liposculpture® Centers specializing in bariatric treatment and liposuction surgery using our method and devices can do so. Alternatively, doctors can pay for continued brand-based referrals from our national advertising campaign after an initially free period of referrals to each purchaser.

Over $1.3 million has been expended by the Company for research and development and to acquire significant technological "know how" for present and future products in our pipeline. Only $12,354 needed be spent in the past two fiscal years as the Solidworks model designs all the new hand pieces, Digital Signal Processor ("DSP") programming for the new devices, and most of the updating of controller componentry and circuitry could be done in house to create models for

3D stereolithographic rapid prototyping and testing. Obtaining adequate patent protection for our methods and devices has been a keystone of our business plan.

Ancillary liposuction surgical devices and consumables, fat autograft collection and autografting devices, specialized curved cannulas, bipolar cautery, tumescent cannulas, and pulsed infusers, are in the pipeline. Our multicore quick connect coupler also has potential other medical device as well as aviation, marine and military applications. The Company entered into a licensing agreement allowing use of our multicore connectors for cell cytometers and related equipment.

Our product development timeline for our current and pipeline products is contingent upon financing. It is anticipated that the upgraded Intellimotion® Controller, capable of being backwardly compatible with the Airbrush® Liposculptor II, and able to power Airbrush® Liposculptor IIE, Airbrush® Liposculptor III, and the EVL® hand pieces can be introduced in the 4th quarter from funding, anticipated to be the last quarter of 2017. Airbrush® Liposculptor IIE and Airbrush® III, sharing many of the same interchangeable components and powered by the same backwards compatible controller are anticipated by the 5th quarter from funding. Airbrush® Liposculptor III, with an anticipated launch also in the 5th quarter from funding (Q1 2018), will target small and medium volume liposuction with an attractive pricing and profit margin.

The principal value-driver of the Company is the EVL® device, which is ultimately intended for the bariatric treatment market. The first money in from the Offering will go towards the estimated $1,510,000 necessary to have a prototype of that device ready for F.D.A. 510(k) submission and clinical testing on a projected 41 week time horizon, even if it has to be done on a stop-and-go basis and take longer. That will have priority over all other expenditures, including development of the other products and their marketing, bank-revolving line of credit pay downs, or even executive salaries.

If only EVL® development can be accomplished, there will be little compromise of shareholder value. This is so because of the much, much greater importance and value attached to milestones in commercializing a potentially highly disruptive treatment of obesity, metabolic syndrome and type II diabetes as opposed to additional entries into the cosmetic liposuction market, even taking in consideration the several million dollars of potential sales those cosmetic devices could generate in the early years.

We believe that there are compelling business reasons for developing the elective liposuction devices in spite of their lesser importance provided Offering proceeds are available to develop them in addition to the EVL® device, which has a higher priority. First, Airbrush® Liposculptor IIE, Airbrush® Liposculptor III, and EVL® all are powered by the same Intellimotion® Controller. Second, the hand pieces will share some of the same injected molded parts and cannulas. Third, as EVL® will be initially introduced as a "niche" liposuction device for head and neck liposuction, correcting flappy upper arms, and abdominal "six-pack etching", it lets the independent representatives have wider market by also havingo products suitable for both the small and medium-to-large cosmetic liposuction market. Finally, they add revenue that is more significant until efficacy studies can be performed to enable insurance reimbursement for EVL® procedures.

Business Plan

The Company's mission statement is to be the world-leading manufacturer of medical devices for handling adipose tissue. These include most importantly, instruments for the endoscopic removal of visceral or "belly" fat as a new and potentially disruptive treatment of obesity, metabolic syndrome and type 2 diabetes mellitus, but also liposuction devices for cosmetic body sculpting, and devices for collecting fat for wrinkle and scar correction with Adipocyte derived Stem Cell ("ASC") autografts. Care will be taken to remain compliant with FDA Title 21 CFR 1271.10(a) guidelines regulating HCT/P's so as to meet PHS §361 requirements and not to require a PMA.

The Company was founded by Dr. Robert Cucin, M.D., J.D. who is a board-certified plastic and reconstructive surgeon who is a Fellow of the American College of Surgeons and member of the American Society of Plastic Surgeons. He is the inventor of the world's first single cannula Power Assisted Liposuction ("PAL") device based on hands-on clinical experience. Through an earlier company Dr. Cucin founded, Rocin Laboratories, Inc., this technology was licensed to UAM, NuMed, Byron Medical, and Mentor. His licensee Byron Medical captured an estimated 25% of the PAL device market that grew to an estimated $500 million/year. Byron was acquired by Mentor, which was subsequently acquired by the Ethicon Division of Johnson & Johnson. The underlying patent and this license have expired. BioSculpture Technology, Inc. was incorporated to develop the more advanced tissue aspiration designs and patents.

PAL technology has since been widely adopted and has proliferated, and now accounts for approximately 66% of the liposuction device market. Rocin Laboratories possesses an extensive patent portfolio on cannula PAL technologies and

as patents have expired, pending patents have been filed which migrated to protect the second and third generation of TCAL technology and improvements upon the basic design and in new applications. BioSculpture Technology, Inc. holds the exclusive, fully paid-up, royalty free, perpetual license of this extensive tissue aspiration portfolio and any improvements thereupon.

Our cosmetic market model is to offer patent protected products to eliminate surgeon's physical labor to *unleash the artist in the surgeon*® and deliver better results to patients, shorten patient recovery, develop curved cannulas for better body sculpting, and extend usage by licensing into other specialties and the much larger $70 billion medical device market. Our ultimate target for our cosmetic product offerings is the youth and beauty-conscious baby boomers who are living longer, getting fatter, and spending more money on elective cosmetic surgery procedures.

Twenty years ahead of the current reality TV series "Dr. 90210" on plastic surgery of Beverly Hills, Dr. Cucin's syndicated TV show "Keeping Face & Figure" ran for six years as a ground-breaking plastic surgical informational series featuring computer imaging and patients before and after their surgery. Dr. Cucin also has an MBA from Columbia and is an attorney admitted to the DC, NY and NJ bars specializing in intellectual property and licensing. He is also a securities research analyst specializing in the life sciences and healthcare sectors.

An opportunity exists for the Company's products because liposuction is rough on the surgeon, as most surgeons find it physically demanding; its strenuous nature induces a tremor in the surgeon, this precluding subsequent fine surgery, as exertion interferes with surgical excellence. Liposuction is even rougher on the patients as they are swollen and sore for weeks postoperatively. Results compromised by uneven, lumpy, wavy appearance and bruising and discoloration require weeks to resolve. Larger-volume liposuction procedures with other devices cause significant blood loss and revisions and touch-ups are common.

The Twin Cannula Assisted Liposuction or "TCAL" target market is huge. Liposuction is the most frequently carried out procedure with a diagnosis of obesity and, according to 2015 American Society of Plastic Surgeons statistics, is the second most popular elective surgical procedure. Two-thirds of the U.S. population and that of other industrialized countries is overweight and one-third is frankly obese. TCAL allows the doctor to take out more fat, more easily. It expands the spectrum of patients that physicians can accept and treat. It is no longer true that liposuction is just "an operation of inches" as was taught to plastic surgeons 10 years ago in their residencies, it has also become an "operation of pounds." As long as the patient is healthy enough for the ambulatory surgery setting in which 81% of liposuction procedures are carried out and standard medical precautions are taken, fatigue will not stop the surgeon from tackling the larger patient and giving them satisfying "bang for their buck." The doctor can safely take out the maximum 4, 4.5 or 5 liters (8 to 11 pounds) of aspirate as permitted in his or her state for liposuction surgery performed on an ambulatory basis as are approximately 81% of such procedures.

D'Andrea has shown that one single 5.0-liter liposuction procedure (about 5 quarts or 11 pounds) can even definitely improve the metabolic profile of patients. Giese, Gardenas-Camerena, Hunstad, and Ersek have shown that aggressive serial liposuction and body contouring procedures can be safely combined to offer dramatic improvements in obese patients. As TCAL technology facilitates easier fat removal it is an ideal method and device for surgeons treating these patients. TCAL's large volume removal capability is licensed to the Company alone.

What is much more exciting financially, and medically significant, and potentially more disruptive and revolutionary treatment than enabling large volume subcutaneous fat removal, is the feasibility of adapting of the Company's technology to the direct endoscopic removal of visceral fat or "belly fat", i.e. fat within the abdomen. Belly fat causes sleep apnea and gastric reflux simply because of its bulk, but it secretes the noxious cytokines or cellular hormones causing hypertension, type 2 diabetes mellitus, autoimmune diseases and cancer, heart attacks and strokes. Here we have the possibility of dramatically improving a patient's metabolism and doing what could not be done safely and easily before.

Persistent Market Research reports the 2014 Obesity Medical Device Market reached $1.4 billion and with a 9.6% CAGR forecasts it to reach $2.5 billion by 2020. Spurring growth of this market, McKinsey Global Institute reports obesity related disease expenditures reached $2.0 trillion in 2014. As the annual number of bariatric surgical procedures carried out in the U.S. has plateaued at about 220,000 since 2008, dissatisfaction with the current restrictive and bypass surgical alternatives and the need for a safer, less lifestyle compromising and cost-saving alternative is evident.

The Company has been awarded two U.S. patents for a method and device to accomplish this feat in a minimally invasive procedure and a third patent to allow sampling and processing of the fat thus removed so the most hazardous visceral fat may be targeted for removal first. Lap-Band® reported $160 million in revenue in 2013 from a disposable single-use kit

that sells for $2,500. We contemplate a similar subscription base business model with our EVL® device having a single use consumable with a projected price of $1,700 and a projected 83% profit margin.

The Company's doubly patented procedure, endoscopic visceral lipectomy with its twin cannula aspiration platform does not involve cutting into the bowel as with bypass or restrictive procedures, which reduce the size of the stomach ("stapling" or "visceral sleeve"), or altering the body's internal intestinal flow as with *roux-en-Y* bypass procedures removing sections of absorptive small bowel from contact with ingested food. Nor does it leave behind a foreign body as with Lap-Band®. These other procedures, even when performed endoscopically, all are accompanied by significant complications (erosion, infection, fistulas, death, etc.) and life-altering sequelae (unavoidable, undesirable consequences) such as diarrhea, fatigue, easy bruising, poor healing, and inability to belch or even eat a normally sized meal in one sitting. In addition, weight loss in any of these other procedures eventually stops or plateaus. Gastric balloons and stents are marketed only as "temporary diet training aids" that ultimately have to be removed. Vagal pacemakers stimulating the tenth cranial nerve to induce satiety involve both a foreign body and nightly battery charges.

The Company's procedure could also be repeated on a particular patient so there is potentially no limit on the total amount of excess body fat that would be lost by that obese patient in response to visceral fat removal without even the potential for any of these risks or sequelae.

It is to be noted that, though the animal research to support the efficacy of visceral lipectomy in inducing metabolic improvement is strong, to date only omental fat has been removed in humans as prior to our twin cannula technology there was no safe, feasible way to remove anything but omental fat. Omentectomy has been found to improve metabolism in conjunction with Lap-Band® procedures in a large Brazilian study but not convincingly with *roux-en-Y* in an American study. It is has been postulated that this is either because the later has the same mode of action and maxes out its effect, decrease in ghrelin, neuropeptide-Y and resistin secretion, because the omentectomy has to be sufficiently complete, or because of variations in how much bowel is bypassed. Another possibility, suggested by the behavior of this fat in cases of Crohn's disease or regional ileitis, that since omental fat looks different than mesenteric fat (it's more yellow, more lumpy and less vascularized), it is likely to behave differently physiologically and be more significant and metabolically detrimental than omental fat. Furthermore, a near-complete omentectomy is not an altogether benign procedure.

A third patent protects the method and device of our fat sampling technology which can help ascertain if this is true and help us target the most offending visceral fat. As body fat is compartmentalized, with only about 10% to 15% being visceral, the belief is that, as with other mammals, a small amount of visceral fat removed will result in some significantly larger multiple, 7 times or more, of body fat being lost and an improved higher energy metabolic state, something doctors refer to as "unlatching" and "multiplier" effects.

Eighty percent of patients with diabetes are obese, and diabetes is the leading cause of renal failure leading to dialysis and a frequent cause of blindness. As 70% of U.S. healthcare dollars are currently spent on obesity related diseases, any cost-effective, safer therapy that improves the suffering of the one third of the U.S. population, which is obese, is likely be well received by patients, physicians, the U.S. governments and insurance companies. . Similarly, an enthusiastic reception from other governments coping with obesity-related disease costs relating to the 2 billion obese patients about the globe can be anticipated. The success of this potential therapy is not only highly significant to the Company but to society as two thirds of the U.S. population, and similar portions of the populations in all developed nations, are overweight. 25% of U.S. children are already obese; earlier surgical intervention literally has the potential of saving their kidneys, eyes and toes. Bringing that therapy to market is the most important, significant and "first money in" earmarked use of funds from this Offering. The existing liposuction market is an additional large revenue stream that can be targeted by minimal tweaking of our current product offering using a single Intellimotion® Controller as power source for all hand pieces. Nevertheless, is the enormous bariatric market and treatment of obesity, metabolic syndrome, type 2 diabetes that is Company's major focus.

Entering the bariatric treatment market with claims of medical efficacy will encounter significantly greater regulatory hurdles than simply entering the liposuction market with a device offering cosmetic improvement. Prioritizing this path defers early earnings for much larger earnings a few years later. However, given the facts that 70% of health care dollars are spent on obesity-related diseases, and that this potential new treatment does not require the foreign bodies, cutting in the gut, or the adverse nutritional consequences of current bariatric alternatives, it is not unreasonable to request an accelerated approval path or that it be granted. The FDA has developed the Expedited Access Pathway ("EAP") for methods and devices offering substantial benefit over current therapies for diseases of significant prevalence such as obesity. Of note are the facts that (1) the Company anticipates substantial revenues from its devices serving the cosmetic, liposuction market; (2) the large volume liposuction advantage of the Company's technology allows an early inroads into the bariatric market; (3) a favorable human feasibility Phase I/II test represents a significant milestone event for the Company; and (4) once the indication for

treating obesity, metabolic syndrome and type 2 diabetes has received FDA allowance, an abrupt increase in product benefit, revenues and corporate valuation can be projected. (5) Once efficacy claims are supported by clinical studies, insurance reimbursement may be obtained as a major milestone and revenue-increasing event.

The company will fast track EVL® to market to focus on the platform that offers the greatest potential revenue stream. It can be introduced as a precision device for endoscopic head and neck liposuction or submental lipectomy, liposuction of the arms, ankles, knees or abdominal liposculpture (six-pack "etching") for which its added control is ideal. It can reasonably be expected to obtain 510(k) clearance for this indication as substantially equivalent to our predecessor devices given the modicum of change to the platform other than the means of actuation (electrical rather than pneumatic). In that way the Company can obtain EVL® revenue from the liposuction market while we follow FDA guidance to obtain approval for the specific indication of treating of obesity, metabolic syndrome, and type 2 diabetes next as it will require supporting clinical studies. Once the indication of endoscopic visceral lipectomy is granted for EVL®, the target market and user becomes the general or bariatric surgeon who performs laparoscopic procedures.

The total available U.S. physician market for liposuction instruments consists of a total of approximately 24,500 board-certified plastic surgeons, otolaryngologists, and dermatologists, 5,500 accredited hospitals, and 1,800 spas. As it was developed for medium and larger volume liposuction procedures in overweight and obese patients, Airbrush® Liposculptor II, which is pneumatically powered, and Airbrush® Liposculptor IIE, which will be introduced as a sleeker electric version, are targeted for board-certified plastic surgeons, bariatric surgeons, obstetricians, general surgeons, cosmetic surgeons, accredited operating suites, and hospitals.

Designed for smaller and medium liposuction procedures in normal to moderately overweight patients, Airbrush® Liposculptor III targets all physicians practicing liposuction in any setting, even a minimally equipped spa. With the Europe, South America, and Asia market size each about equal to the U.S., the effective market size for the Company's products is quadrupled.

Airbrush® Liposculptor II and IIE are gentler-by-design than the competition, and allow larger volumes to be removed with less effort, more control, less trauma and bleeding, and without the danger of the twin cannulas becoming hot and risking burns as do ultrasonic or LASER devices.

Airbrush® Liposculptor IIE will replace Airbrush® Liposculptor II targeting larger volume liposuction surgeons and procedures. Our price points are similar to ultrasound devices and lower than LASER alternatives, both of which expose the patient to potential burns by stroking these "hot pokers" under the skin. Unlike manual or other power-assisted liposuction devices on the market, our implementation of TCAL alone has the safety of magnetic coupling to prevent tissue or surgeon injury. The TCAL design facilitates attempts to maximize skin contraction by allowing subdermal treatment without risk of burns. Pipeline prototypes also in the support curved cannulas and bipolar cautery implementations.

Airbrush® Liposculptor III will target the small-volume liposuction market with integrated fat collection and reinjection consumables. It targets the MicroAire single cannula Power Assisted liposuction market with a simpler, cheaper and more vibration-free device. Unlike that device, generic rather than proprietary suction tubing can be used and is affixed to our stationary barb rather than being tugged upon to cause a vibration that may result in carpal tunnel syndrome or tennis elbow. Airbrush® III will incorporate a price discrimination model as it can be purchased alone as a plug-into-the-wall device or used for greater power and with instrument panel feedback in conjunction with the Intellimotion® Controller.

Our execution strategy is to reap revenues from the liposuction market, capitalize on TCAL's large volume removal capability and the growing obesity problem until we can support efficacy claims to obtain insurance reimbursement and promote Endoscopic Visceral Lipectomy ("EVL") as a treatment of obesity, metabolic syndrome and type 2 diabetes mellitus. We believe that our experienced physician founder and management team are well equipped to capitalize on their established connections to the medical community to facilitate product acceptance and build our company.

Marketing Plan

As rapidly as possible, we plan to obtain CE for Airbrush® Liposculptor II, IIE and EVL® to launch worldwide sales. Airbrush® Liposculptor III targets the small and medium volume liposuction device market with lower price points, larger anticipated penetration, and higher profit margin. We will price less than the perceived value premium to penetrate the market and seek ultimate payoff from geometrically growing associated consumable residuals, similar to HP.

That program will capitalize on the "rifle-barrel" marketing efficiencies and academic relationships facilitated by our CEO, who is an academically affiliated and respected plastic surgeon with established personal connections to Key Opinion Leaders ("KOL's"). With directly targeted plastic surgeon, dermatologist and liposuction physician association membership and trade show contact, the Company will recruit and foster media exposure of prominent podium doctors in select population centers who can conduct training sessions and research. We will promote a cooperative advertising program similar to the highly successful Intel Inside® program, to exploit the large volume liposuction advantage of our twin-cannula design among board-certified surgeons wishing to treat these patients. We will use promotional incentives to increase awareness of the *Airbrush*® brand by allowing board-certified surgeons to apply 5% of their purchase price towards cooperative advertising.

We will both exhibit and present at trade show conferences with body sculpting, liposuction, and obesity emphasis – for both those physicians who already perform the procedure and those who are now adding it to their repertoire (e.g. American Society of Plastic Surgeons, American Society of Cosmetic Surgeons, American Society of Bariatric Surgeons, Lipolysis Society, International Society of Cosmetic Gynecology).

We will place the first produced Airbrush® Liposculptor IIE, Airbrush® Liposculptor III, and EVL® devices in the right hands – those of podium doctors in 3-5 already identified centers where the device would be readily accepted, assuring viral exposure to other influential surgeons and future surgeons-in-training, and be used both for treating patients and collecting data. We will support those physicians with publicity and stay in close contact with them to obtain feedback from them, allowing us to tweak and time the introduction of the developed products in our pipeline and release interval clinical experiences.

The key factor to physician adoption is close partnership with prominent podium doctors to establish EVL® Bariatric Treatment Centers and *Airbrush Liposculpture® Centers* with heavy media exposure and brand prominence in major cities. White papers and clinical studies will follow. Purchasing physicians will be enrolled in cooperative advertising programs in which they obtain regional referrals from the Company's website and from responses to television, radio and fashion magazine advertisements. This "pull" approach has been widely and successfully used by the major pharmaceutical companies and both the LAL and UAL manufacturers to spur sales. Cooperative advertising incentives are highly cost-effective promotional means of multiplying the effect of each advertising dollar and of increasing brand exposure.

Growth Plans

If the Offering is fully subscribed and products meet with an enthusiastic reception and ensuing revenues, the Company plans to grow its product line quickly to maximize the number of revenue streams for all three sectors of the liposuction market (small, medium and large), the larger injectable filler market with fat autografting devices, and ultimately the growing bariatric market.

Product Offerings and Markets

Our product offerings and the markets they target may be summarized as follows:

- EVL® will be introduced first and is anticipated to garner some initial revenue out of head and neck endoscopic liposuction, submental lipectomy, arm, ankle, and abdominal liposculpture ("six-pack etching") while we proceed with FDA guidance to obtain the specific indication of visceral lipectomy for the treatment of obesity, metabolic syndrome, and type 2 diabetes mellitus that is our ultimate goal, the principal value driver for the company and our target large potential revenue stream.

- Airbrush® Liposculptor IIE for the medium and large volume liposuction market.

- Airbrush® Liposculptor III for the small and medium large volume market.

- Inline and integrated Airbrush® fat collection consumables to facilitate the immediate utilization of removed fat as an autograft to improve wrinkles and make a face more youthful.

The Company will exploit the advantage of its twin cannula technology in large volume liposuction and capture this one-third and growing obese sector of the population. The Company will continue perfecting its already working prototype of Airbrush® Liposculptor III, a smaller, simpler, cheaper and more effective single-cannula alternative to UAL, LAL and other single cannula PAL devices. This technology may be expected to obtain FDA clearance for sales under a 510(k). The

average approval time for a 510(k) in 2013 was 166 days. As we believe our new entries are equivalent to our own already-cleared device with the same controller, we reasonably anticipate clearance for sale in that time frame or sooner for Airbrush® Liposculptor IIE, EVL® and Airbrush® Liposculptor III. However, neither the FDA granting of substantial equivalence nor a consistency with an historical time frame for clearance can be assured; delays are always possible.

Airbrush® Liposculptor III has been designed to improve upon the ARC® II Reciprocating Device offered by Byron and Mentor under their non-exclusive license and to target MicroAire's present small and mid-volume liposuction market and local anesthesia spa-style small and middle volume liposuction facilities spot on. The Company believes Airbrush® Liposculptor III's design is simpler, more durable, a more efficient straight-on coaxial rather than a bayonet design. It features a stationary barb to which generic rather than proprietary tubing can attach and not vibrate. The only part that might be prone to failure is deliberately made into a single use consumable that will generate a growing revenue train as more devices are sold. This next generation TCAL equipment will widely expand our potential market as it does not require pressurized gas for use and is suitable for the use in the "shopping mall" and unaccredited facility, spa environment.

A long-stroke twin cannula electrical version of our Airbrush® Liposculptor II has been prototyped and pipelined for production as Airbrush® Liposculptor IIE to eliminate the need for compressed gas or compressors and widen its market. Many of the mold parts as possible for EVL® and Airbrush® Liposculptor IIE will be common and interchangeable to minimize tooling costs and facilitate production. A single Intellimotion® Controller Console will power all devices but Airbrush® Liposculptor III will also be able to function with an adaptor as a simple plug-into-the-wall device without it.

Convenient fat collection and concentration devices that facilitate expedient reinjection without transfer allow the double play of profiting both from the liposuction market and the highly profitable $2 billion annual U.S. wrinkle treatment market. Given the decreased cost of goods with the use of the patient's own fat rather than hyaluronic acid ("HLA") fillers, both the Company and the physicians can benefit from increased profit margins both here and abroad. In addition, patients find the prospect of some degree of permanence and using their own tissue attractive.

Projections

To create projections we make certain market assumptions as to costs and milestone achievements that we believe in our best business judgment are likely to prevail. However, given the uncertainties of both the domestic and world markets and unknown production difficulties we may encounter, added to possible regulatory delays, such projectionss may or may not prove to be accurate. These serve only to explain how the projections were prepared and as such represent management's targets that it believes are attainable.

We assume a capital injection of at least $5,000,000 ($4,400,000 net) by the end of 2016. As first year's production can only begin after funding, sales would begin in the last quarter of 2017 and there are no 2016 earnings. 2017 earnings will be disproportionately affected by delays in funding compared to the subsequent years' earnings, as delays in financing will delay initial sales beyond Q4 2017 and into Q1 2018.

Our anticipated sales pricing for Airbrush® Liposculptor IIE's debut is $50,000 as is the anticipated sales price for our EVL® system. We anticipate marketing Airbrush® Liposculptor III at $9,000. Airbrush® Liposculptor IIE and Airbrush® Consumables will have an anticipated per procedure sale price of $100. Airbrush® Liposculptor IIE COGS is preliminarily estimated at $10,000. The stand-alone Airbrush® Liposculptor III hand piece COGS is estimated at $1,000; and Airbrush® Liposculptor IIE and Airbrush® Liposculptor IIIE consumables' COGS are both estimated at approximately $30 each. The number of bariatric procedures per surgeon was estimated at only two per month. One consumable device, with an estimated sale price of $1,700 and a projected 81% profit margin, will be used in each endoscopic visceral lipectomy procedure.

Domestic sales of Airbrush® Liposculptor IIE and EVL® are expected to begin in the last Quarter of 2017. Airbrush® Liposculptor IIE and Airbrush® Liposculptor III consumables will accompany their associated product offerings; sales are projected to grow with market penetration of the linked product offering. We anticipate obtaining a CE for each new product offering to allow international sales no more than three months after the commencement of production of each respective device.

We forecast a 20% annual sales growth, a buy/try conversion ratio of 31% equivalent to that surveyed for comparable devices and experience with sales of Airbrush® Liposculptor II, and an international/domestic unit sales ratio of 50% in 2017 growing to 100% in 2019 and beyond as typical of most American device manufacturers. The jump between 2017 and 2018 appears greater because it also reflects product and sales occurring over the full 12 months of 2018 rather than just a one or

two months in the last quarter of 2017. Although substantially greater growth may be anticipated in 2019 once efficacy claims have been substantiated and insurance reimbursement possible, we projected just the same 20% growth.

The basis for the time and cost estimates required to develop each product from its present working prototype state into a manufactureable product is based upon much it shares in common with Airbrush® Liposculptor II System in production with 510(k) approval and how much they have in common with one another. Rather than actuating the new hand pieces with pressurized gas, we will do it electromechanically, eliminating pneumatic components.

The Intellimotion® Controller which powers the Airbrush® Liposculptor II hand piece will first have a power supply upgrade and a small interface board will to allow it to power all three of the new hand pieces. The first and most important hand piece for development is the EVL® hand piece; that development can begin almost simultaneously with the Controller upgrade. Sharing several parts in common, and benefiting from knowledge learned in EVL® development, the next hand piece is Airbrush® Liposculptor IIE, the electrical version of the current pneumatic Airbrush® Liposculptor II. Receipt of Offering funds permitting, Airbrush® Liposculptor IIE development can parallel track EVL® shortly after development of the latter is begun.

Receipt of Offering funds permitting, Airbrush® Liposculptor III hand piece development can parallel track development of Airbrush® Liposculptor IIE. As the Airbrush® fat autograft collectors are meant to be integrated with Airbrush III, development will logically accompany or follow development of that hand piece when Offering monies allow. Please see, **High Degree of Risk** on page 6.

Management's estimates of the time required for regulatory approvals is reasonably based on lack of substantial change to the Intellimotion® Controller and "substantial equivalence" of current hand piece designs to our past designs, particularly with regards to the patient and surgeon interface. EMERGO reported the average time for an FDA approval of a Class II device in 2015 was 172 days by the FDA and 72 days by a Third Party Reviewer. The greater similarity and the less changed as management believes is the case for the Intellimotion® upgrade and the new hand pieces, the more likely it is to expect 510(k) clearance and expect it to be on the short side of that average. The company chose the Independent Reviewer pathway last time, and Offering proceeds permitting, anticipates opting for it again. Please see **RISK FACTORS, Medical Technology and Device Industry Risks** on page 7.

Before the Company can market EVL® as a device specifically for visceral lipectomy and even more specifically for the treatment of obesity, metabolic syndrome and type 2 diabetes mellitus, it will require additional FDA submission(s) that may include clinical studies or a premarket approval ("PMA") which is a substantially more expensive and lengthy approval process than a 510(k). Please see **RISK FACTORS, Regulatory Approvals** on page 8.

Sales projections are based upon Management's evaluation of the present market, sales and prices of similar products, current popularity of liposuction and bariatric procedures and trends. As the management is projecting an advertising budget pegged at 20% of gross sales and coupling that with 5% promotional incentives, Management believes it has sufficient basis for generating the projected unit sales and revenues based on product benefits compared to competing designs. However there is no assurance customers will share Management's opinion or of customer base acceptance. Please see **RISK FACTORS, Customer Base Acceptance**, on page 9 and **Competition**, on page 10.

Per procedure usage of consumables (two per month) was chosen as a deliberately low estimate based on Management's knowledge of liposuction and bariatric procedure popularity, trends, and frequency of those surgeries in Dr. Cucin's own practice and the practices of his friends and associates. A flat 20% growth projection was made to match the advertising budget and avoid dependence on exactly when insurance reimbursement might be obtained to increase the availability of the procedure.

In our subscription base model for the purpose of projecting cumulating consumable sales, we forecast 24 annual liposuctions or bariatric surgeries per purchasing surgeon to date per year and one consumable per procedure, i.e. one consumable in each of two surgeries per month for each month for which each purchasing physician is in possession of the purchased device. We forecast only one consumable per liposuction or visceral fat aspiration procedure for all years. We envision a combination of independent and salaried representatives but subtracted a sales commission of 20% from gross sales revenues and an additional promotional incentive of 5% (as will be offered only to qualified participating physicians) on all sales. We assume a product liability insurance cost of 5% of gross sales revenues and warranty repair costs estimated at 2% of gross sales revenues.

In our projections for our timeline, we assume the likely success of obtaining an FDA 510(k) for substantial equivalence of our EVL® device to our own predecessors for use in subcutaneous liposuction such as head and neck and abdominal "six pack" sculpting or "etching." While the device is in use for this indication and generating some revenue, we will pursue obtaining the additional indications with a modified or new 510(k) or a full PMA if required by the FDA. There will be no "off label" promotion prior to obtaining clearance for bariatric indications. For 2017 and 2018, only liposuction will be promoted and only liposuction revenues are projected on the pro forma.

Although the FDA is generally favorable to expediting approvals of drugs or devices for new procedures and indications, offering substantial benefit with less risk than existing ones and generally grants manufacturers access to the EAP and management believes this will occur, there is no assurance the FDA will not require a Premarket Approval procedure which takes longer and is substantially more costly. Our business plan staging allows us to garner revenue from the device immediately and in the interim with its initial indication and market should we receive less favorable FDA treatment. Other than the specific visceral fat indication discussed above, we anticipate approvals of our 510(k)'s within the 166-day period from date of application as was the average in 2013.

In our projections, we have presumed 510(k) approval to perform endoscopic visceral lipectomy without the specific indication of treating obesity, metabolic syndrome or type 2 diabetes by year-end 2018 and reflected the higher priced consumables from that point forward. A delay in bariatric approval beyond two years will be detrimental to our earnings projections as bariatric procedure consumable revenue will be delayed, but not fatal to the projections in their entirety as there are four other unaffected revenue streams. It is also not uncommon for manufacturers to be granted CE earlier than FDA approval to permit foreign sales with a broader international indication than a domestic one.

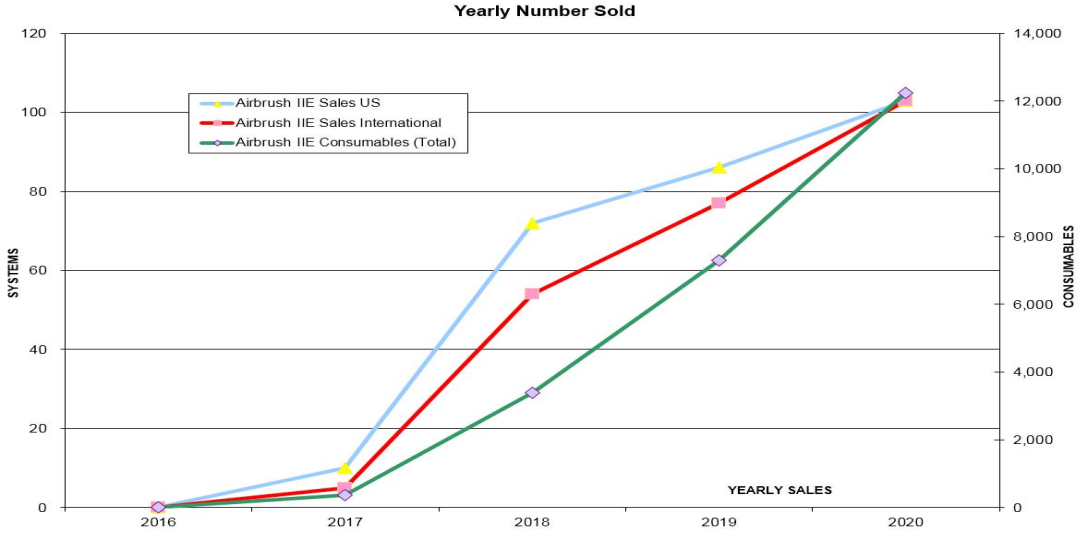
As funds are raised from the Offering, they will be allocated into future products in the following priority in line with management's intent to maximize Corporate valuation: first to EVL®, then to Airbrush® Liposculptor IIE, next to Airbrush® Liposculptor III, and lastly to the Airbrush® Fat collection consumables. This prioritization favors long-term value over short-term returns. It will however have adverse consequences in the form of lower sales revenues in the first two or three years in the event our Offering is not fully subscribed and management has to allocate launch funds accordingly.

PRODUCT DEVELOPMENT TARGET TIMELINES BASED ON A $5,000,000 GROSS FUNDING BY DECEMBER 31, 2016

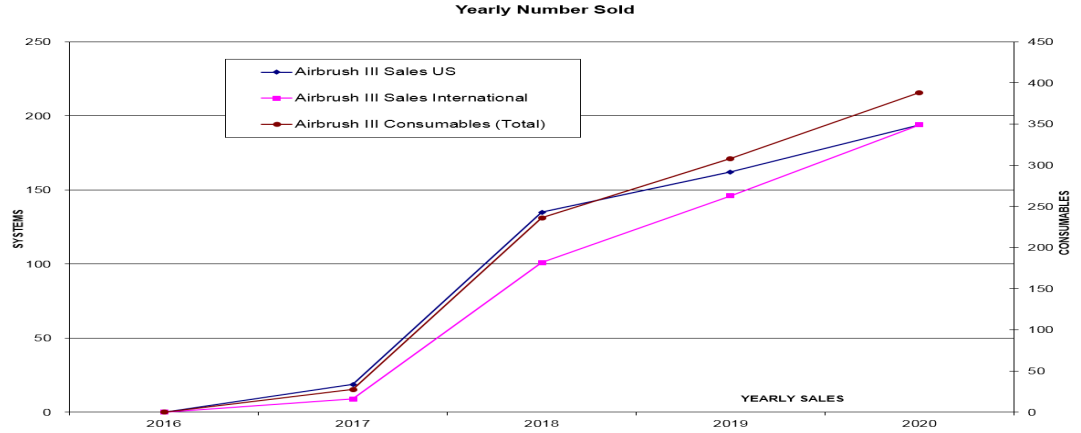
	QUARTERS FROM COMPLETION OF FUNDING							
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
Airbrush® II		**Sell inventory**	Use up direct materials for final run	Sell last units				
Airbrush® IIE	Tweak Beta Prototype	510(k)	Start Production	**Commence Sales** Get CE				
Airbrush® III		Tweak Beta Prototype	510(k)	Start Production	**Commence Sales** Get CE			
Airbrush® Collectors			Tweak Beta Prototypes	510(k)	Start Production	**Commence Sales** Get CE		
EVL®	Tweak Beta Prototype Add cautery	510 (K) including body shaping	Start Production Tweak Cautery	Commence Sales	Supplemental 510(k) including visceral lipectomy	**Commence Sales** Clinicals	Supplemental or modified 510(k) for additional indication obesity	**Promote as Lap-Band® Alternative** Get CE

PROJECTED UNIT SALES BASED ON A $5,000,000 GROSS FUNDING BY DECEMBER 31, 2016

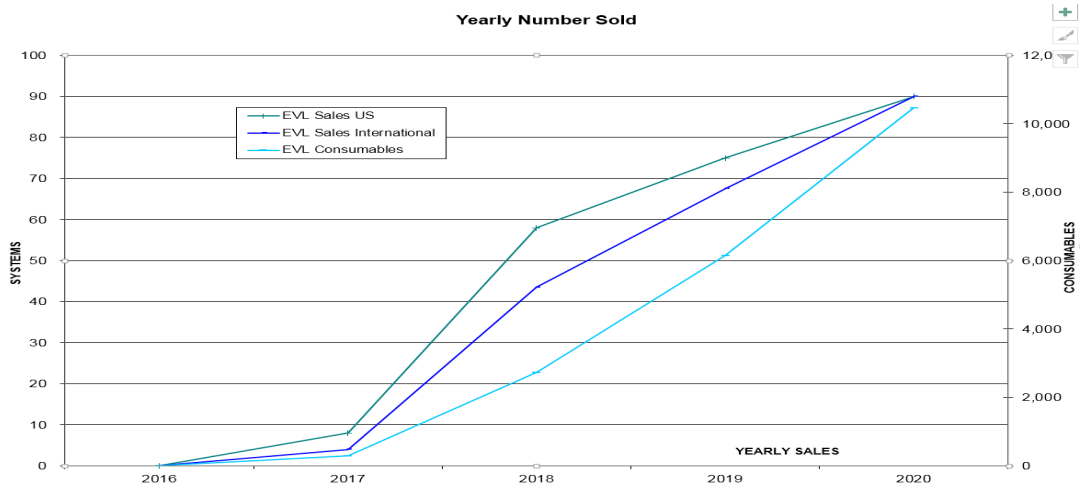
AIRBRUSH® LIPOSCULPTOR IIE



AIRBRUSH® LIPOSCULPTOR III



EVL® SALES



PROJECTED REVENUES, PREMISED ON A $5,000,000 GROSS FUNDING BY DECEMBER 31, 2016

PRO FORMA INCOME STATEMENT	2016	2017	2018	2019	2020
Sales:					
Airbrush II & IIE Units sold (domestic)	0	10	72	86	103
Airbrush II & IIE Units sold (overseas)	0	5	54	77	103
Total Airbrush II units sold	0	15	126	163	206
Airbrush II Consumables	0	360	3,384	7,296	12,240
Airbrush III Units sold (domestic)	0	19	135	162	194
Airbrush III Units sold (overseas)	0	9	101	146	194
Total Airbrush III units sold	0	28	236	308	388
Airbrush III Consumables	0	666	6,330	13,722	23,034
EVL Units sold (domestic)	0	8	58	75	90
EVL Units sold (overseas)	0	4	44	68	90
Total EVL Units sold	0	12	102	143	180
EVL Consumables	0	288	2,724	6,144	10,464
Sales Revenue[a]	$0	$1,908,750	$20,116,200	$32,018,600	$45,908,200
Cost of Sales:					
Beginning Inventory	$0	$0	$30,701	$30,701	$429,373
Purchases	$0	$404,231	$3,492,829	$5,622,712	$7,726,262
Inventory on hand	$0	$404,231	$3,523,530	$5,653,413	$8,155,635
Ending inventory	$0	$30,701	$267,610	$429,373	$619,415
Cost of Goods Sold (COGS) (LIFO)	$0	$373,530	$3,255,920	$5,224,040	$7,536,220
Commissions	$0	$477,188	$5,029,050	$8,004,650	$11,477,050
Inventory & Fulfillment	$0	$19,088	$201,162	$320,186	$459,082
Packaging & Documentation	$0	$2,250	$18,900	$24,450	$30,900
Insurance	$14,016	$95,438	$1,005,810	$1,600,930	$2,295,410
Federal Device Excise Tax	$0	$43,901	$462,673	$736,428	$1,055,889
Royalty	$0	$0	$0	$0	$0
Total Cost of Sales[b]	$14,016	$1,011,394	$9,973,515	$15,910,684	$22,854,551
Gross margin	($14,016)	$897,356	$10,142,685	$16,107,916	$23,053,649
Operating Expenses:					
G&A	$28,671	$57,263	$603,486	$960,558	$1,377,246
Legal	$33,920	$40,704	$48,845	$48,845	$58,614
License impairment	$0	$0	$0	$0	$0
Payroll	$250,000	$300,000	$475,000	$570,000	$684,000
R&D	$650,461	$95,438	$1,005,810	$1,600,930	$2,295,410
Rent (uncapitalized leases)	$51,461	$61,753	$146,103	$175,324	$210,389
Travel	$10,000	$28,631	$301,743	$480,279	$688,623
Warranty repairs	$0	$45,000	$378,000	$489,000	$618,000
Compensation Expense - Stock Options	$32,019	$0	$0	$0	$0
Employee benefits:					
Automobile allowances	$4,800	$5,760	$6,912	$6,912	$8,294
Executive bonus	$0	$0	$0	$0	$0
Executive education	$0	$0	$0	$0	$0
Total employee benefits	$4,800	$5,760	$6,912	$6,912	$8,294
Promotional:					
MFS	$0	$0	$0	$0	$0
Advertising	$6,346	$381,750	$4,023,240	$6,403,720	$9,181,640
Demo equipment	$0	$60,000	$72,000	$72,000	$86,400
Investor Relations & Brokerage Fees	$525,064	$150,000	$150,000	$150,000	$150,000
Seminars & training	$0	$30,000	$36,000	$43,200	$51,840
Shows	$0	$30,000	$36,000	$43,200	$51,840
Total promotional	$531,410	$651,750	$4,317,240	$6,712,120	$9,521,720
Total Operating Expenses[c]	$1,592,741	$1,286,298	$7,283,139	$11,043,968	$15,462,296
Other Income	$193	$0	$0	$0	$0
Net Income before Interest and Taxes (EBITDA)	($1,606,564)	($388,942)	$2,859,546	$5,063,948	$7,591,353
Depreciation of Dyes, Tools & Injection Molds	($109,000)	($109,000)	($109,000)	($109,000)	($109,000)
Depreciation of Office, Furniture & Fixtures	($24,555)	($24,555)	($45,984)	($45,984)	($45,984)
Amortization of Exclusive License	$0	$0	$0	$0	$0
Net Income Before Interest & Taxes (EBIT)	($1,740,119)	($522,497)	$2,704,562	$4,908,964	$7,436,370
Less Interest Expense	($31,704)	$0	$0	$0	$0
Less Income Tax	($2,141)	($2,000)	($2,000)	($429,069)	($2,602,729)
Net income	($1,773,965)	($524,497)	$2,702,562	$4,479,895	$4,833,640

DESCRIPTION OF PROPERTY

We do not own any real estate. We currently utilize administrative office space at 1701 South Flagler Drive, Suite 607, West Palm Beach, Florida 33401 and lease research and development flex space at 1550-4 Latham Road, West Palm Beach, Florida 33409 on a month-to-month basis with monthly payments of $1,214.53. The property is fully utilized as of this time.

We believe that the real property leased by us is suitable and adequate for our operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information set forth in "Description of Business" is incorporated herein by reference. Particular note should be given to the description of "Business Plan" therein.

The company intends to convert production from manufacture of its currently 510(k)-cleared Airbrush® Liposculptor II which is a pneumatic device to a sleeker electrical version with an anticipated potentially wider appeal, Airbrush® Liposculptor IIE. It plans to upgrade the current Intellimotion® Controller so it may power all devices - Airbrush® Liposculptor IIE, Airbrush® Liposculptor III and EVL®. It has sold out its inventory and has had virtually no revenue for the past three years. There is no meaningful trend in the absence of sales other than a flat one.

The Company's current capital resources are limited. There is a Related Party Note Payable which mainly represents the C.E.O.'s Personal Guarantee on three bank revolving credit lines. It allows the Company to borrow with a weighted effective interest weight of 5.24%. The lines have no remaining capacity. As of August 1, 2016, the amounts outstanding and current interest rates are as follows:

Interest Rate	Credit Line	Amount Outstanding
5.67%	CHASE PG	$208,361.57
3.50%	CITIBANK,PG	$60,329.75
14.99%	BA, PG	$58,436.56
0.00%	direct	$106,052.70
	Total Note due R. Cucin	$433,180.58
Effective Rate: 5.24%		

Upon a fully subscribed Offering, as indicated in the Use of Proceeds to Issuer on page 17, The Company envisions paying down approximately $467,306 of Company indebtedness, and as is good business practice paying down the highest interest rate debt and debt to unrelated parties first. As that debt includes a Note Payable of $80,680.03 for tooling financing to an unrelated party, (also secured by Dr. Cucin's Personal Guarantee), that debt will be discharged before any zero interest debt to a Related Party will be repaid, leaving a possible $67,864.66 that may be paid directly to Dr. Cucin as a partial repayment of his interest free Note, if and only if the Offering is fully subscribed and it can be done without compromise to effectuating the Company's business plan. t free Note represents Dr. Cucin's long- term investment in the Company and need not be repaid until such time as the Company is able to do so without compromise to enactment of its business plan.

The Company's ability to continue as a going concern is dependent upon a successful Offering and the successful introduction of its new products. The Company believes a well subscribed Offering will make that possible.

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DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

The table below sets forth certain information regarding our directors and executive officers as of August 1, 2016. At the time of filing, only our C.E.O. is a full time employee. Other executives, directors and consultants are part-time from none to several hours a week as needed. There are no arrangements or understandings between any person listed in the table below and any other person pursuant to which he or she was selected to his or her position.

Name	Position	Age	Date of Appointment
Robert L. Cucin, MD JD	Founder, President, Chief Executive Officer and Chairman of the Board	70	5/21/2001
Deborah Salerno	Chief Financial Officer and Director	62	6/29/2013
Jonas Gayer, CPA	Treasurer and Director	71	5/21/2001
Julia Cucin	Secretary and Director	96	5/21/2001
Peter Ciriscioli, Ph.D.	Engineering Consultant and Director	62	9/19/2014

Familial Relationships

Julia Cucin is Dr. Cucin's mother. There are no other family relationships among the persons named above.

Business Experience

Robert L. Cucin, MD, JD
Founder, President, Chief Executive Officer and Chairman

Dr. Cucin is the inventor of Founder of the Company, the inventor of its technology, and has served as its President and C.E.O. since its inception in May of 2001. Dr. Cucin is a serial medical technology and healthcare entrepreneur. He is a practicing surgeon in Manhattan and the Palm Beaches affiliated with the Presbyterian – New York and New York University Downtown Hospitals. He received his undergraduate training from Cornell University where he received his B.A. and graduated *magna cum laude* in Chemistry and *with distinction in all subjects*. He was granted his M.D. from Cornell Medical College and did both his General Surgery and Plastic & Reconstructive Surgery Residences at the New York Hospital – Cornell University Medical Center. He is a diplomat of the American Board of Surgery and the American Board of Plastic Surgery, a member of the American College of Surgeons, the International College of Surgeons, and the American College of Legal Medicine. He has a teaching appointment at Weill Cornell Medical College.

He received a Juris Doctorate from Fordham Law School and is duly admitted to the New York, New Jersey and D.C. Bars and the American Trial Lawyers Association. His original research has been the subject of numerous contributions to the medical literature and he has published books in the fields of both medicine and law. Dr. Cucin founded the Rocin Foundation for Plastic Surgical Research to support his academic research and employs his combined degrees and experience in heading a Biotechnology Analysis and Advisory Service to assist new and established companies developing and either manufacturing or licensing their biomedical intellectual property and to perform due diligence for investors interested in providing the start-up funds for ventures based upon new technology. Concentrating in finance and entrepreneurial ventures, Dr. Cucin obtained an M.B.A. from Columbia Business School and is a member of Mensa.

Twenty years ago. Dr. Cucin set up Rocin Laboratories, Inc. as a research and development company to perfect biomedical dermatologicals and devices. That company now has an extensive international patent portfolio. Dr. Cucin funded the Lipotome™ Sales unit, the Surgeons Tools Division, and ultimately BioSculpture Technology, Inc. to commercialize that patent portfolio and to concentrate on its further refinement, manufacture, worldwide distribution, and licensing.

Dr. Cucin scaled back his practice and has dedicated more than fifty hours a week as our Chairman, Chief Executive Officer and President since 2009. He continues to maintain a limited practice so he can demonstrate and instruct surgeons on the use of our instruments, give lectures, and maintain important peer relationships.

Ms. Deborah Salerno
Chief Financial Officer and Director

Ms. Salerno began her career in the securities industry 1977. In 1980, she became a principal of a risk arbitrage firm. In the mid 1980's she joined a regional investment banking firm specializing in microcap offerings. By the late 1980's she left the sell side and joined a hedge fund as a portfolio manager.

In 1988, Ms. Salerno opened DAS Consulting LLC, as managing director, where she participated in a numerous reverse merger and PIPE transactions and managed an investment fund. She has spoken at numerous Reverse Merger and PIPE Conferences and on the AIM market in London.

In 2009, she returned to a FINRA member firm to provide her expertise in the PIPE market.

As of 2015, she joined PPMT Capital LLC, which specializes in mergers and acquisitions advisory services, as Managing Director of Investment Banking. She is registered with TerraNova Capital Equities, Inc., FINRA member FINRA, and global firm with operations and investments in Asia, the U.K., Europe, Africa and Australia.

Her experience with security filings, public offerings, PIPE's, alternative financing and MicroCap companies is of significant value to the Company.

Mr. Jonas Gayer, CPA
Treasurer and Director

Mr. Gayer has served as the Company's Treasurer and Director since its founding in May of 2001. Mr. Gayer was educated at Brooklyn College and New York University, earning a BS Degree in Accounting, an MBA in Economics and Business Administration, and an MBA in Taxation.

Mr. Gayer worked for the Internal Revenue Service in various capacities for ten years (1972-1982) before joining the CPA firm of Weinick Sander and Company, located in New York City.

In 1990, he established his own firm of Gayer Associates Tax Consulting Company that he still heads today. Mr. Gayer has been our Treasurer since its founding in 2001 and a member of our Board of Directors since 2003.

Ms. Julia Cucin
Secretary and Director

Ms. Julia Cucin has served as the company's Secretary and as a Director since its founding in May of 2001. Ms. Cucin was educated at CUNY earning a BA. She worked as a paralegal at several New York Law Firms and as Personnel Supervisor at the New York World's Fair.

Ms. Julia Cucin worked with her Husband and next with her son as Vice President and Chief Financial Officer of Esquire Cadillac Limousine Company from 1965 until its sale to Carey Limousine in 1991.

She remains active in several charities and community functions. She has received two awards for her poetry and is currently writing her third book. She has been our Corporate Secretary and a member of our Board of Directors since our founding in 2001.

Dr. Peter Ciriscioli, Ph.D.
Engineering Consultant and Director

Dr. Ciriscioli has served as consultant engineer since 2003 and has served as a Director since September 19, 2014. Dr. Ciriscioli received his *B.S.* and *M.S.* in *Materials Science and Engineering* from the University of California and a Ph.D. in Mechanical Engineering from Stanford University.

Prior experience includes that as Director of Research for the Fiberite Corporation where he led 30 engineers and scientists in U.S., U.K. and Europe and was responsible for the strategy and implementation of new technologies and products throughout the enterprise

Dr. Ciriscioli was Program Manager of the Engineering Mechanics Laboratory at General Electric Corporate Research from 1999 to 2001, where he led new technology development and implementation throughout GE. Prior to that, he worked as a consultant in technology strategy, technology transfer process, and product analysis for HEXCEL, a $1.5 billion aerospace materials manufacturer.

Most recently, Dr. Ciriscioli worked at BAE Systems from 2002 to 2014 as Director, Strategic Capture Support solutions, serving to lead the joint Systems/Navistar Military Group/Arvin Meritor, team to develop the JLTV Family of Vehicles, Captured Mine Resistant Ambush Protected (MRAP) vehicles, and the hybrid electric drive

He has four patents, two books, and numerous published journal articles to his credit.

Involvement in Certain Legal Proceedings.

There have been no events under any federal or state bankruptcy laws or criminal proceedings material to the evaluation of the ability and integrity of any of our directors or executive officers during the past five years.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

Name	Capacities in which compensation was received	Cash Compensation ($)	Other Compensation ($) (1)	Total Compensation ($)
Robert L. Cucin, MD, JD	Founder, President, Chief Executive Officer, Chief Operating Officer, Chief Science Officer and Chairman of the Board	-0-	$ 46,953.57	$ 46,953.57
Deborah Salerno	Chief Financial Officer and Director	-0-	$ 70,009.15	$ 70,009.15
Jonas Gayer, CPA	Treasurer and Director	-0-	$ -0-	$ -0-
Julia Cucin	Secretary and Director	-0-	$ -0-	$ -0-
Peter Ciriscioli, Ph.D.	Engineering Consultant and Director	$ 3,500	$ -0-	$ -0-

(1) Represents the aggregate grant date fair value of stock options calculated in accordance with Financial Accounting Standards Board Accounting Standards Codification No. 718. See Note 10 to the Company's audited financial statements for the fiscal year ended December 31, 2015.

Historically, we have not paid any salaries, bonuses or cash fees to any of our directors or executive officers. Accordingly, in 2015, the aggregate cash fees paid to our five directors, for their service as directors, as a group was $0. Non-cash compensation in the form of NSO's has been granted as per the above table. Dr. Ciriscioli has received $3,500 as payment for his hourly billings to date as consultant engineer.

In April 2014, we adopted a cash compensation program for our executive officers, to be effective following successful completion of this Offering. The compensation listed will be phased in gradually at the discretion of the Board of Directors, commensurate with the rate at which the Offering is subscribed.

The Company and Dr. Cucin are parties to an employment agreement dated July 25, 2014, which has a 3-year term. The agreement provides that Dr. Cucin will be employed as the Company's President, Chief Executive Office, Chief Operating Officer and Chief Science Officer at an annual salary of $200,000. The agreement also provides Dr. Cucin with an annual automobile allowance of $10,000 per year, a bonus of 1% of net operating profits of the Company, and provides that the Company shall pay Dr. Cucin's medical malpractice liability insurance costs and his annual membership dues for the American Society of Plastic Surgeons. Although Dr. Cucin's employment agreement provides for payment of the annual salary as set forth above, Dr. Cucin has waived receipt of this salary to date, to provide the Company with additional operating flexibility. We expect that Dr. Cucin will commence receiving this salary upon completion of this Offering going forward, although no past-deferred amounts will be paid.

The Company expects that, upon completion of this Offering, the Company and Ms. Salerno will enter into an agreement whereby Ms. Salerno will receive an annual salary of $125,000 with an estimated semi-annual bonus of $25,000.

The Company and Dr. Ciriscioli have an oral agreement pursuant to which Dr. Ciriscioli is paid $350 per hour for engineering consulting work completed for the Company.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS

As of August 1, 2016, we had 6,130,277 shares of common stock outstanding and no shares of preferred stock outstanding. The following table sets forth information as of August 1, 2016 regarding the beneficial ownership of our common stock by:

(1) all executive officers and directors as a group, and individually naming each director or executive officer who beneficially owns more than 10% of any class of our voting securities; and

(2) any other security holder who beneficially owns more than 10% of any class of our voting securities as such beneficial ownership would be calculated if the issuer were subject to Rule 13d-3(d)(1) of the Securities Exchange Act of 1934.

Information on beneficial ownership of securities is based upon a record list of our security holders and we have determined beneficial ownership in accordance with the rules of the SEC. We believe, based on the information furnished to us that the persons and entities named in the table below have sole voting and investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

Name and Address of Beneficial Owner (1)	Amount and Nature of Beneficial Ownership	Amount and Nature of Beneficial Ownership Acquirable	Percent of Class
Robert L. Cucin, MD, JD	5,450,000	232,000	89.3%
Deborah Salerno	2,294	116,000	1.9%
Jonas Gayer, CPA	-	58,000	*
Julia Cucin	-	58,000	*
Peter Ciriscioli, Ph.D.	-	58,000	*
All executive officers and directors as a group (5 persons)	5,452,294	522,000	89.8%

(1) The address of each stockholder, director and executive officer listed is c/o BioSculpture Technology, Inc., 1701 South Flagler Drive, Suite 607, West Palm Beach, Florida 33401.

* Less than 1%.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

There is a Note currently outstanding to Robert Cucin, our President, Chief Executive Officer and Chairman of the Board, from the Company totaling $429,972 as of March 31, 2016. This mainly represents his personal guarantee on three interest bearing revolving bank lines of credit and some direct loans by him to the Company. His personal guarantee allows the Company to draw upon those credit lines with an effective interest rate of approximately 3% during 2014 and 2015. As of August 1, 2016, the effective interest rate was 5.24%.

Dr. Cucin's personal guarantee of our credit lines and his unsecured, non-interest bearing note were and still are his long term investments in the Company. Pursuant to the terms of the Note, the Note must be repaid when the Company is adequately funded to facilitate its repayment without adversely affecting operational cash flow materially. The Company

plans to pay down these three lines of credit and remove Dr. Cucin's personal guarantee immediately following the closing of this Offering.

Dr. Cucin's personal guarantee was also necessary to obtain financing from VGM Financial Services to purchase hard cavity injection molds which are used to manufacture our multicore connectors which are used in the Airbrush® II Liposculptor. The balance due on that financing as of March 31, 2016 is approximately $80,680.03.

SECURITIES BEING OFFERED

We are offering 1,428,571 Shares of our common stock at a purchase price of $3.50 per Share, for maximum proceeds to us of approximately $5,000,000.

Our authorized capital stock consists of 20,000,000 shares of common stock and 10,000,000 shares of preferred stock. As of August 1, 2016, we had 6,130,277 shares of common stock and no shares of preferred stock outstanding. Upon the successful completion of the Regulation D $500,000 Mezzanine Note sale and assuming bond conversion by July 31, 2016, a maximum of 8,067,648 shares of common stock will be issued and outstanding. If the bond conversion is not effected by July 31, 2016, a small number of additional shares may be issued because of additional interest converting.

The following summary of the rights of our capital stock as provided in our articles of incorporation, as amended, and bylaws. For more detailed information, please see our articles of incorporation, as amended, and bylaws, which have been filed as exhibits to the offering statement of which this Offering Circular is a part.

Common Stock

All outstanding shares of common stock are of the same class and have equal rights and attributes. The holders of common stock are entitled to one vote per share on all matters submitted to a vote of our stockholders. All stockholders are entitled to share equally in dividends, if any, as may be declared from time to time by the Board of Directors out of funds legally available. In the event of liquidation, the holders of common stock are entitled to share ratably in all assets remaining after payment of all liabilities. The stockholders do not have cumulative or preemptive rights. There are no sinking fund provisions applicable to any class of our stock, and no shareholder has no liability for further calls or assessment by the Company. None of our shares of capital stock has any conversion rights.

There are no restrictions on the alienability of our common stock, other than pursuant to federal and state securities laws.

Our articles of incorporation, as amended, do not include any provisions discriminating against any existing or prospective holder of such securities as a result of such security holder owning a substantial amount of securities of the Company, and no rights of holders that may be modified otherwise than by a vote of a majority or more of the shares outstanding, voting as a class.

We have never declared or paid cash dividends on our common stock. We currently intend to retain all available funds and future earnings for use in the operation of our business and do not anticipate paying any cash dividends in the foreseeable future to holders of our common stock. Any future determination to declare dividends for our common stock will be made at the discretion of our board of directors, and will depend on our financial condition, results of operations, capital requirements, general business conditions and other factors that our board of directors may deem relevant.

The Board adopted a Stock Option Plan in 2011. Most of the options granted pursuant to the plan are non-statutory stock options, are subject to a four-year vesting period, terminate on death, have an exercise price of $2.18, and are non-transferable. The options that were granted pursuant to the plan most recently vested immediately because they were granted to persons who have been associated with, and provided services to, the Company for four or more years at the time of grant. Under the plan, options for 886,731 shares were authorized and to date options to purchase 759,000 shares have been issued, leaving options to purchase 127,731 shares authorized but unissued. There are no immediate plans to issue any of those options but we reserve the right to issue any or all of those authorized options as needed to attract and motivate suitable personnel as operations are ramped up.

Preferred Stock

Our board of directors is authorized by our articles of incorporation, as amended, to establish classes or series of preferred stock and fix the designation, powers, preferences and rights of the shares of each such class or series and the qualifications, limitations or restrictions thereof without any further vote or action by our shareholders. Any shares of preferred stock so issued would have priority over our common stock with respect to dividend or liquidation rights. Any future issuance of preferred stock may have the effect of delaying, deferring or preventing a change in our control without further action by our shareholders and may adversely affect the voting and other rights of the holders of our common stock. At present, we have no plans to issue any additional shares of preferred stock or to adopt any new series, preferences or other classification of preferred stock.

The issuance of shares of preferred stock, or the issuance of rights to purchase such shares, could be used to discourage an unsolicited acquisition proposal. For instance, the issuance of a series of preferred stock might impede a business combination by including class-voting rights that would enable a holder to block such a transaction. In addition, under certain circumstances, the issuance of preferred stock could adversely affect the voting power of holders of our common stock. Although our board of directors is required to make any determination to issue preferred stock based on its judgment as to the best interests of our shareholders, our board could act in a manner that would discourage an acquisition attempt or other transaction that some, or a majority, of our shareholders might believe to be in their best interests or in which such shareholders might receive a premium for their stock over the then market price of such stock. Our board presently does not intend to seek shareholder approval prior to the issuance of currently authorized stock, unless otherwise required by law or applicable stock exchange rules.

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Pybus & Company, P.A.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of Biosculpture Technologies, Inc.

We have audited the accompanying balance sheets of BioSculpture Technologies Inc. as of December 31, 2015 and 2014, and the related statements of operations, changes in stockholders' deficit, and cash flows for each of the years in the two-year period ended December 31, 2015. BioSculpture Technologies Inc.'s management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BioSculpture Technology, Inc. as of December 31, 2015 and 2014, and the results of its operations and its cash flows for each of the years in the two-year period ended December, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company used cash in operations of $139,944 and $90,735 and had a net loss of $198,752 and $147,368 for the years ended December 31, 2015 and 2014, respectively. These and other factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans concerning these matters are also described in Note 3 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Pybus & Company, P.A.

Pybus & Company, P.A.

North Palm Beach, FL

June 14, 2016

BioSculpture Technology, Inc.
Balance Sheets

	As of December 31, 2015	As of December 31, 2014
ASSETS		
Current Assets		
Cash	$ 2,437	$ 67
Inventory	-	187
Total Current Assets	2,437	254
Property and Equipment, Net	6,749	16,150
Other Assets		
Deposits	35	1,250
Total Other Assets	35	1,250
Total Assets	$ 9,221	$ 17,654
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable and accrued expenses	$ 57,908	$ 58,469
Convertible Notes payable	93,100	-
Note Payable Related Party	445,490	471,276
Note Payable	80,680	80,680
Total Current Liabilities	677,177	610,425
Total Liabilities	677,177	610,425
Commitments & Contingencies	-	-
Shareholders' Deficit		
Common stock, 0.001 par value, 20,000,000 shares authorized 6,054,582 and 6,020,178 common shares issued and outstanding respectively	6,020	6,020
Paid-in-capital in excess of stated value	2,929,232	2,805,700
Common stock to be issued	34	-
Accumulated deficit	(3,603,243)	(3,404,491)
Total Shareholders' Deficit	(667,956)	(592,771)
Total Liabilities and Shareholders' Deficit	$ 9,221	$ 17,654

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statement of Operations

	Year Ended December 31,	
	2015	2014
Revenues		
Sales, net	$ 968	$ 12,977
Total Revenue	968	12,977
Cost of Goods Sold		
Cost of sales	187	739
Gross Profit	781	12,238
Expenses		
Research and development	766	11,589
Sales and marketing	59,486	1,447
General and administrative	107,888	86,883
Interest expense	21,993	18,914
Depreciation and amortization	9,401	40,773
Total Expenses	199,533	159,606
Loss from Operations	(198,752)	(147,368)
Loss Before Provision for Income Taxes	(198,752)	(147,368)
Provision for income taxes	-	-
Net Loss	$ (198,752)	$ (147,368)

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statement of Changes in Shareholders' Deficit

	Common Stock		Preferred Stock		Common Stock to be Issued	Additional Paid-in-	Accumulated	
	Shares	Amount	Shares	Amount	Amount	Capital	Deficit	Total
Balance December 31, 2013	6,013,296	$ 6,013	-	$ -	$ -	$2,775,176	$ (3,257,123)	$(475,934)
Services exchanged for stock options	-	-	-	-	-	15,531	-	15,531
Shares Issued for cash	6,882	7	-	-	-	14,993	-	15,000
Net loss for the year ended 2014	-	-	-	-	-	-	(147,368)	(147,368)
Balance December 31, 2014	6,020,178	6,020	-	-	-	2,805,700	(3,404,491)	(592,771)
Deferred compensation exchanged for stock options	-	-	-	-	-	48,567	-	48,567
Shares issued for services	22,936	-	-	-	23	49,977	-	50,000
Shares Issued for cash	11,468	-	-	-	11	24,989	-	25,000
Net loss for the year ended 2015	-	-	-	-	-	-	(198,752)	(198,752)
Balance December 31, 2015	6,054,582	$ 6,020	-	$ -	$ 34	$2,929,232	$ (3,603,243)	$(667,956)

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statement of Cash Flows

	Year Ended December 31,	
	2015	2014
Cash Flows From Operating Activities		
Net loss	$ (198,752)	$ (147,368)
Adjustments to Reconcile Net Loss to Net Cash Used in Operations		
Depreciation and amortization	9,401	40,773
Amortization of deferred compensation	48,567	15,531
Changes in Operating Assets and Liabilities		
Decrease in inventory	187	739
(Increase) in prepaid expenses and other current assets	-	(157)
Decrease in deposits	1,215	-
(Decrease) in accounts payable and accrued expenses	(561)	(253)
Net Cash Used in Operations	(139,944)	(90,735)
Cash Flows from Investing Activities	-	-
Cash Flows from Financing Activities		
Convertible notes payable	93,100	-
Note payable related party	(25,786)	75,015
Sale of stock	75,000	15,000
Net Cash Provided by Financing Activities	142,314	90,015
Net Increase (Decrease) in Cash	2,370	(720)
Cash, Beginning of Year	67	787
Cash, End of Year	$ 2,437	$ 67
Supplemental Disclosure of Cash Activities:		
Cash paid for interest	$ 18,276	$ 18,914
Income taxes paid	$ -	$ -
Supplemental Schedule of Non-Cash Financing Activities:		
Warrants issued for financing	$ -	$ -
Warrants issued for services	$ -	$ -

See accompanying notes to financial statements.

NOTE 1: ORGANIZATION AND NATURE OF OPERATIONS

BioSculpture Technology, Inc. is a U.S. Delaware C-corporation with a fiscal year end December 31, (The Company or "BST"). BST is an F.D.A.-registered medical device manufacturer and developer of surgical devices and procedures for handling adipose tissue targeting: the liposuction and body sculpting market; the bariatric market; and fat autograft and adipocyte-derived stem cell processing markets.

BST has prioritized final development of a patented and prototyped minimally invasive device for the endoscopic removal of visceral or "belly" fat as a new treatment of obesity, metabolic syndrome and type 2 diabetes mellitus.

The Company's operates efficiently using OEM manufacturers to manufacture, provide inventory and fulfilment, and service the medical devices manufactured pursuant to its design specifications.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company maintains its accounts on the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of cash flow statements, the Company considers all highly liquid temporary cash investments with an original maturity of three months or less to be cash equivalents.

Revenue Recognition, Accounts Receivable and Allowances

The Company recognizes revenue over the period the service is performed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") No. 605, Revenue Recognition in Financial Statements. In general, ASC No. 605 requires that four basic criteria must be met before revenue can be recognized: (i) persuasive evidence of an arrangement exists, (ii) delivery has occurred or services rendered, (iii) the fee is fixed and determinable, and (iv) collectability is reasonably assured.

The Company places its products with medical distributors, who make the products available for sale to customers, consisting of hospitals and surgery centers. Revenue from sales of products and related costs of products sold are recognized when persuasive evidence of an arrangement exists, delivery has occurred, the price is fixed or determinable and collectivity is reasonably assured. This generally occurs when the customer requests and takes possession of the product for use, at which time title passes to the customer.

Management monitors collections and payments from its customers and maintains an allowance for doubtful accounts based upon our historical experience and any specific customer collection issues that have been identified. Management uses its best judgment, based on the best available facts and circumstances, and records a reserve against the amounts due to reduce the receivable to the amount that is expected to be collected. These reserves are re-evaluated and adjusted as additional information is received that impacts the amount reserved.

Inventory

Inventory has been valued on a lower of cost or market value basis and consists only of finished goods available and ready for sale. Inventory assets were $187 and $0 on December 31, 2014 and 2015 respectively.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed using the straight-line method over their useful economic lives, which is estimated at 7 to 10 years.

Licenses and Patents

Costs to acquire rights to licenses are capitalized and amortized over their expected economic useful lives. Where the future benefits of the rights are unknown, these costs are expensed as incurred. Costs associated with the submission of a patent application are expensed as incurred given the uncertainty of the patents resulting in probable future economic benefits to the Company.

Long-lived Assets

The Company reviews its long-lived assets and certain identifiable intangible assets held and used for possible impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. In evaluating the fair value and future benefits of its tangible and intangible assets, management performs an analysis of the anticipated discounted future net cash flows of the individual assets over the remaining estimated economic useful lives. The Company recognizes an impairment loss if the carrying value of the assets exceeds the expected future cash flows. As of December 31, 2014 and December 31, 2015, there were no impaired long-lived assets.

Income Taxes

The Company accounts for income taxes using the asset and liability method prescribed by ASC No. 740, Income Taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences of differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as net operating loss and tax credit carry forwards. Deferred taxes are measured using enacted tax rates expected to be applied to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in results of operations in the period that includes the enactment date.

Each reporting period, the Company assesses whether its deferred tax assets are more-likely-than-not realizable, in determining whether it is necessary to record a valuation allowance. This includes evaluating both positive (e.g., sources of taxable income) and negative (e.g., recent historical losses) evidence that could impact the realizability of the Company's deferred tax assets.

The Company recognizes the impact of an uncertain tax position in its financial statements if, in management's judgment, the position is more-likely-than-not sustainable upon audit based on the position's technical merits. This involves the identification of potential uncertain tax positions, the evaluation of applicable tax laws and an assessment of whether a liability for uncertain tax positions is necessary. Different conclusions reached in this assessment can have a material impact on our consolidated financial statements. Currently, we have no uncertain tax positions.

The net deferred tax liability in the accompanying balance sheets includes the following amounts of deferred tax assets and liabilities:

	2015	2014
Deferred Tax Liability	$ -	$ -
Deferred tax asset		
Net operating Loss Carry Forward	1,498,679	1,435,521
Valuation Allowance	(1,498,679)	(1,435,521)
Net Deferred Tax asset	$ -	$ -
Net Deferred Tax Liability	$ -	$ -

The provision for income taxes has been computed as follows:

	2015	2014
Expected income tax recovery (expense) at the statutory rate of 35% - Federal	$ 69,563	$ 51,579
Expected income tax recovery (expense) at the statutory rate of 7.1% - State	14,111	10,463
Tax effect of expenses that are not deductible for income tax purposes	(20,517)	(6,612)
Change in valuation allowance	(63,158)	(55,430)
Provision for income taxes	$ -	$ -

The valuation allowance was established to reduce the deferred tax asset to the amount that will more likely than not be realized. This is necessary due to the Company's continued operating losses and the uncertainty of the Company's ability to utilize all of the net operating loss carry forwards before they will expire through the year 2035. The net change in the valuation allowance for the years ended December 31, 2014 and 2015 were decreases of $55,430 and $63,158 respectively. The components of income tax expense related to continuing operations are as follows:

	2015	2014
Federal		
Current	-	-
Deferred	$ -	$ -
	-	-
State and Local		
Current	-	-
Deferred	-	-
	$ -	$ -

Reclassification

Certain amounts from prior periods have been reclassified to conform to the presentation of current periods.

Note Payable

On April 13, 2007, the Company entered into a capital lease with VGM Financial Services for $154,475 towards tooling for Airbrush® Multicore Connector parts maintained at the Colder Products Company. The loan was secured by a lien on the tooling and the Personal Guarantee of Dr. Cucin.

The Company made its last payment on March 20, 2009 and defaulted on the lease on May 1, 2009 with unpaid principal and interest was $73,345, the value at which the debt is carried forward. An oral promise was made to pay the unpaid principal in full as soon as the Company is able in a telephone conversation at the time. A delinquent fee of $7,335 which is 10% of the past due balance has been accrued per the capital lease agreement.

	2016	2017	2018	2019	2020	Later Years
Note Payable Maturities:	$ 80,680	$ -	$ -	$ -	$ -	$ -

Shipping and Handling Costs

We expense all shipping and handling costs as incurred. We include these costs in general and administrative expenses on the accompanying financial statements

Advertising Costs

We expense advertising costs when incurred. Advertising costs were $9,486 and $1,447 during the years ended December 31, 2015 and 2014, respectively.

Research and Development Expenses

Research and development expenditures, which are expensed as incurred, totaled $11,588 and $765 during the years ended December 31, 2014 and 2015 respectively.

Stock-Based Compensation

In accordance with ASC No. 718, Compensation – Stock Compensation ("ASC 718"), the Company measures the compensation costs of stock-based compensation arrangements based on the grant date fair value of granted instruments and recognizes the costs in the financial statements over the period during which employees are required to provide services. Stock-based compensation arrangements include stock options and restricted stock awards.

Equity instruments ("instruments") issued to non-employees are recorded on the basis of the fair value of the instruments, as required by ASC 718. ASC No.505, Equity Based Payments to Non-Employees ("ASC 505"), defines the measurement date and recognition period for such instruments. In general, the measurement date is (a) when a performance commitment, as defined, is reached or (b) when the earlier of (i) the non-employee performance is complete and (ii) the instruments are vested. The measured value related to the instruments is recognized over a period based on the facts and circumstances of each particular grant as defined in ASC 505.

The Fair Market Value of each option granted under the Company's Amended and Restated 2011 Long-term Incentive Plan (the "Plan") was estimated using the Black Scholes Merton option-pricing model (see Note 10). Using this model, fair value is calculated based on assumptions with respect to (i) expected volatility of the Company's common stock price, (ii) the expected life of the award, which for options is the period of time over which employees and nonemployees are expected to hold their options prior to exercise, (iii) expected dividend yield on the Company's common stock, and (iv) a risk-free interest rate, which is based on quoted U.S. Treasury rates for securities with maturities approximating the expected term. Expected volatility was estimated based on an average of available data from the reported volatilities in financial filings of three Small Cap medical device companies. The expected life of options has been determined using the "simplified" method as prescribed by Staff Accounting Bulletin ("SAB") No. 110, an amendment to SAB No. 107, which uses the midpoint between the vesting date and the end of the contractual term. The expected dividend yield is zero as the Company has never paid dividends and does not currently anticipate paying dividends in the foreseeable future.

Recent Accounting Pronouncements

On May 12, 2011, the Financial Accounting Standards Board ("FASB") issued revised authoritative guidance (Accounting Standards Update ("ASU") No.2011-04) covering fair value measurements and disclosures. The amended guidance include provisions for (1) the application of concepts of "highest and best use" and "valuation premises", (2) an option to measure groups of offsetting assets and liabilities on a net basis, (3) incorporation of certain premiums and discounts in fair value measurements, and (4) measurement of the fair value of certain instruments classified in stockholders' equity. The revised guidance is effective for interim and annual periods beginning after December 15, 2011. The Company adopted this revised authoritative guidance prospectively for new or materially modified arrangements beginning January 1, 2012. The adoption of this revised authoritative guidance update did not have a significant impact on the Company's consolidated financial statements.

In December 2011, FASB issued Accounting Standards Update 2011-11, Balance Sheet - Disclosures about Offsetting Assets and Liabilities" to enhance disclosure requirements relating to the offsetting of assets and liabilities on an entity's balance sheet. The update requires enhanced disclosures regarding assets and liabilities that are presented net or gross in the statement of financial position when the right of offset exists, or that are subject to an enforceable master netting arrangement.

NOTE 3: GOING CONCERN

The financial statements have been prepared assuming that the Company will continue as a going concern. The Company used cash in operations of $90,735 and $139,944 and had a net loss of $147,368 and $198,752 for the years ended December 31, 2014 and 2015, respectively. This raises substantial doubt about its ability to continue as a going concern. The ability of

the Company to continue as a going concern is dependent on the Company's ability to raise additional capital and implement its business plan.

Management believes that the actions presently being taken and the success of future operations will be sufficient to enable the Company to continue as a going concern. This includes the introduction of new products including those targeting new markets such as the bariatric treatment of obesity, metabolic syndrome and type 2 diabetes mellitus. However, there can be no assurance that the raising of equity and/or debt, including convertible debt and/or future operations will be successful. Failure to achieve the needed equity and/or debt, including convertible debt funding could have a material adverse effect on the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE 4: INVENTORIES

Inventories consist of the following at the end of these reporting periods:

	December 31,	
	2014	2015
Finished Goods	$ 187	$ -
Total	$ 187	$ -

As the company has terminated production of the pneumatic Airbrush Liposculpture® System II it currently manufactures and intends to convert its production to an electromechanical Airbrush Liposculpture® IIE, the company wrote off its remaining inventory of $47,874 on December 31, 2013. It retained only $926 at the start of 2014 and $187 at the start of 2015 to make a few additional component supply sales to an existing user during those years and finish 2015 with no remaining inventory.

NOTE 5: PROPERTY AND EQUIPMENT

Property and equipment consist of the following at the end of these reporting periods:

	December 31,	
	2014	2015
Dyes, Tools & Molds	$ 43,921	$ 6,274
Furniture & Fixtures	13,002	9,876
Total Property & Equipment	56,923	16,150
Depreciation	(40,773)	(9,401)
Net	$ 16,150	$ 6,749

Furniture & Fixtures were depreciated in a straight-line fashion over an estimated useful life of 10 years; depreciation expense on furniture and fixtures for the years ended December 31, 2014 and 2015 was approximately $3,126 each year.

Dyes, Tools and Molds with an initial value of $264,524 were depreciated over a useful life of 7 years. The annual depreciation expense was $37,646 and $219,603 of depreciation had accumulated by December 31, 2013. Tooling depreciation of $37,646 was expensed taken on December 31, 2014, leaving a remaining value of $6,274 value to be completely depreciated in 2015.

NOTE 6: INTANGIBLE ASSETS

Exclusive License

BioSculpture Technology, Inc. entered into a License Agreement with Rocin Laboratories, Inc. on June 2, 2001 in exchange for $250,000 and a 6% royalty on gross sales. The License was exclusive for all patents in the portfolio except for patent 5,112,302.

The $250,000 value of the license was calculated by calculating the Net Present Value of a 20-year cash flow of $40,000 per year at a discount rate of 15%, which came to $250,373. That was the Byron Medical guaranteed annual minimum royalty payment alone. Rocin Laboratories was also receiving a 10% royalty from NuMed on a non-exclusive license of the same single patent at the time.

On July 10, 2009, the Exclusive License was modified to eliminate royalty payments in exchange for an additional payment of $250,000. By then there were 18 applications and 15 patents had issued. This gave the BioSculpture Technology, Inc. an exclusive, paid up, perpetual, royalty free license of the portfolio, its continuations and subsequent improvements, and an absolute lock on twin cannula technology in the marketplace. The license is carried on the books at its cost of $500,000. It is perpetual, fully paid up and royalty free, and includes all improvements upon current technology.

Currently there are three newly allowed patents and numerous pending U.S. applications. Allowances are for endoscopic visceral lipectomy and pending claims include subsequent improvements in the design of the single and twin cannula aspiration platform extending protection to 2029.

As the license has generated negligible cash flow for the proceeding 3 years, the license was deemed fully impaired on December 31, 2013.

NOTE 7: LEASES

The Company occupies a 1,400 square foot office at 1550-4 Latham Road, West Palm Beach, Florida where it is a month-to-month tenant as the previous lease had expired and ownership of the property has changed hands twice in the last several years through bankruptcy. There is no current lease on the office but the tenant is a month-to-month tenant on good terms with the property owner who is happy with the current arrangement.

	2016	2017	2018	2019	2020	Later Years
Lease Payments:	$ -	$ -	$ -	$ -	$ -	$ -

NOTE 8: CONVERTIBLE NOTES PAYABLE

During 2015, six convertible notes payable have been issued totaling $93,100 with 10% annual simple interest, which permit the payee to convert any unpaid principal and interest into the company's common stock at a price of $2.18.

The notes are due within one year of the loan date with the last loan due on December 18, 2016.

	Balance December 31, 2013	Additions	Notes Converted	Notes Repaid	Balance December 31, 2014
Total	$ -	-	-	-	$ -

	Balance December 31, 2014	Additions	Notes Converted	Notes Repaid	Balance December 31, 2015
Total	$ -	93,100	-	-	$ 93,100

NOTE 9: RELATED PARTY TRANSACTIONS

Note Payable Related Party

There is a Note currently outstanding to an officer of the Company totaling $471,276 and $445,490 on December 31, 2014 and 2015 respectively. This mainly represents his Personal Guarantee on three interest bearing bank-revolving Lines of Credit but also some direct loans by him to the Company. His Personal Guarantee allows the Company to draw upon those Credit Lines with an effective interest rate of approximately 3% during 2014 and 2015.

2016	2017	2018	2019	2020	Later Years

Note Payable Related Party Maturities:	$445,490	$ -	$ -	$ -	$ -	$ -

NOTE 10: SHAREHOLDER'S DEFICIT

Common Stock

During 2014, the Company issued 6,882 of common stock at a price of $2.18 per share.

During 2015, the company authorized the sale of 11,468 shares of common stock at a price of $2.18 per share. The shares have been recorded as to be issued at December 31, 2015

During 2015, the Company authorized the issuance of 22,936 shares of common stock at $2.18, the fair value of the shares when the individual performed services. The fair value of the shares totaling $50,000 has been recorded as consulting services. The shares have been recorded as to be issued at December 31, 2015

Stock Options

The Company has an Employee Stock Option Plan instituted on November 16, 11 ("2011 ESOP"), which provides for the issuance of stock options to management and other key employees. There are 886,731 shares reserved under the Stock Option Plan, of which 585,000 shares were available for grant at December 31, 2013. Options were granted for periods not exceeding 10 years and exercisable 0 to 4 years after the date of grant at an exercise price of not less than 100% of the fair market value of the common stock on the date of grant. All options granted to date have been non-statutorily qualified options. ("NSO" or "NSQO").

For the purposes of calculating the stock-based compensation under FASB (ASC) 718, the Company estimates the fair value of the stock options using Black-Scholes option-pricing model, which is consistent with the model used for pro-forma disclosures under SFAS 123 prior to the adoption of FASB (ASC) 718. The Black Scholes option-pricing model was developed for use in estimating the fair value of short-lived exchange traded options that have no vesting restrictions and are fully transferrable. In addition, Black-Scholes option-pricing model incorporates various highly sensitive assumptions including expected volatility, expected term and interest rates. Due to the Company's private status limited historical, restricted stock sales, the estimated volatility reflects application of SAB No. 107, incorporating the historical volatility of comparable companies whose share prices are freely trading and publically available. The expected term of the Company's stock option is based on an expected event horizon of a change in control triggering the total vesting and exercise of the options per the stock option agreement. In addition, in accordance with FASB (ASC) 718 share based compensation expense recognized in the statement of operation in 2013 for award grants after January 1, 2009 is based on awards ultimately expected to vest and is reduced for estimated forfeitures.

On November 16, 2011, the Company granted options to purchase 580,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vest between a one to three year period and expire November 16, 2021. The most recent sales price of the common stock at the time of issuance of the options was $1.00 per share. The fair value of the options totaled $184,507 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of 2.78%, ii) expected life of between 3 and 6.5 years, iii) dividend yield of 0%, iv) expected volatility of 59%. The Company recognized $0 and $13,811 deferred compensation for the years ended 2015 and 2014 respectively.

On September 20, 2013, the Company granted options to purchase 5,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vest over a four year period and expire September 20, 2023. The most recent sales price of the common stock at the time of issuance of the options was $2.18 per share. The fair value of the options totaled $6,455 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of 2.35%, ii) expected life of 7 years, iii) dividend yield of 0%, iv) expected volatility of 57.9%. The Company recognized $1,614 and $1,614 deferred compensation for the years ended 2015 and 2014 respectively.

On February 3, 2015, the Company granted options to purchase 116,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vested instantly and expire February 3, 2025. The most recent sales price of the common stock at the time of issuance of the options was $2.18 per share. The fair value of the options totaled $116,963 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of 2.14%, ii) expected

life of between 2.5 and 5 years, iii) dividend yield of 0%, iv) expected volatility of 64.44%. The Company recognized $116,963 of deferred compensation for the year ended 2015.

Additional information concerning the activity in the option plan is as follows:

	2015		2014	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Outstanding, beginning of year	585,000	2.18	585,000	2.18
Granted	116,000	2.18	-	-
Exercised	-	-	-	-
Forfeited	-	-	-	-
Expired	-	-	-	-
Outstanding, end of year	701,000	2.18	585,000	2.18
Exercisable, end of year	696,000		580,000	

Additional information concerning the unvested options is as follows:

	2015		2014	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Non-Vested options at beginning of year	5,000	2.18	5,000	2.18
Granted	-	-	-	-
Vested	-	-	-	-
Cancelled	-	-	-	-
Non-Vested options at end of year	5,000	2.18	5,000	2.18

Summarized information with respect to the options outstanding under the option plan at December 31, 2015 is as follows:

Options Outstanding			Options Exercisable		
Exercise Price	Number Outstanding	Remaining Average Contractual Life (In Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
2.18	701,000	4.77	2.18	696,000	2.18

The estimated fair value of each stock option grant on the date of grant was computed using the following weighted-average assumptions:

	December 31,	
	2015	2014
Risk-free interest rate	2.14%	2.54%
Expected term (life) of options (in years)	8.35	8.51
Expected dividends	-	-
Expected volatility	64.44%	70.07%

NOTE 11: COMMITMENTS AND CONTINGENCIES

The Company is subject to legal proceedings, claims and liabilities that arise in the ordinary course of business. In the opinion of management, the amount of the ultimate liability with respect to those actions will not materially affect the Company's financial position or results of operations. There are no active or pending litigation or proceedings involving the Company.

NOTE 12: SUBSEQUENT EVENT

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through June 14, 2016, the date the financial statements were issued.

In 2016, three convertible notes payable have been issued totaling $34,100 with 10% annual simple interest, which permit the payee to convert any unpaid principal and interest into the company's common stock at a price of $2.18.

In February of 2016, the company authorized the sale of 45,872 shares of common stock at a price of $1.09 per share.

In May of 2016, the company authorized the sale of 25,236 shares of common stock at a price of $2.18 per share.

BioSculpture Technology, Inc.
Balance Sheets

	As of March 31, 2016 (Unaudited)	As of December 31, 2015
ASSETS		
Current Assets		
Cash	$ 12,836	$ 2,437
Total Current Assets	12,836	2,437
Property and Equipment, Net	5,967	6,749
Other Assets		
Deposits	35	35
Total Other Assets	35	35
Total Assets	$ 18,839	$ 9,221
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable and accrued expenses	$ 57,141	$ 57,908
Convertible notes payable	122,100	93,100
Note payable related party	429,972	445,490
Note payable	80,680	80,680
Total Current Liabilities	689,894	677,177
Total Liabilities	689,894	677,177
Commitments & Contingencies	-	-
Shareholders' Deficit		
Common stock, 0.001 par value, 20,000,000 shares authorized 6,100,454 and 6,054,582 common shares issued and outstanding respectively	6,020	6,020
Paid-in-capital in excess of stated value	2,979,589	2,929,232
Common stock to be issued	80	34
Accumulated deficit	(3,656,745)	(3,603,243)
Total Shareholders' Deficit	(671,055)	(667,956)
Total Liabilities and Shareholders' Deficit	$ 18,839	$ 9,221

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statements of Operations
Unaudited

	Quarter Ended March 31,	
	2016	2015
Revenues		
Sales, net	$ -	$ -
Total Revenue		
Cost of Goods Sold		
Cost of sales	-	-
Gross Profit	-	-
Expenses		
Research and development	-	266
Sales and marketing	22,515	53,280
General and administrative	19,953	131,149
Interest expense	10,253	3,603
Depreciation and amortization	782	6,274
Total Expenses	53,502	194,573
Loss from Operations	(53,502)	(194,573)
Loss Before Provision for Income Taxes	(53,502)	(194,573)
Provision for income taxes	-	-
Net Loss	$ (53,502)	$ (194,573)

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statement of Changes in Shareholders' Deficit
Unaudited

	Common Stock		Preferred Stock		Common Stock to be Issued	Additional Paid-in-Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Amount			
Balance December 31, 2015	6,054,582	$ 6,020	-	$ -	$ 34	$ 2,929,232	$ (3,603,243)	$(667,956)
Services exchanged for stock options	-	-	-	-	-	403	-	403
Shares issued for cash	45,872	-	-	-	46	49,954	-	50,000
Net loss for the quarter ended March 31, 2016	-	-	-	-	-	-	(53,502)	(53,502)
Balance March 31, 2016	6,100,454	$ 6,020	-	$ -	$ 80	$ 2,979,589	$ (3,656,745)	$(671,055)

See accompanying notes to financial statements.

BioSculpture Technology, Inc.
Statements of Cash Flows
Unaudited

	Quarter Ended March 31,	
	2016	2015
Cash Flows From Operating Activities		
Net loss	$ (53,502)	$ (194,573)
Adjustments to Reconcile Net Loss to Net Cash Used in Operations		
Depreciation and amortization	782	6,274
Amortization of deferred compensation	403	121,325
Changes in Operating Assets and Liabilities		
Increase / (Decrease) in accounts payable and accrued expenses	(766)	1,270
Net Cash Used in Operations	(53,083)	(65,703)
Cash Flows from Investing Activities	-	-
Cash Flows from Financing Activities		
Convertible notes payable	29,000	-
Note payable related party	(15,518)	(8,417)
Sale of Stock	50,000	75,000
Net Cash Provided by Financing Activities	63,482	66,583
Net Increase in Cash	10,399	880
Cash, Beginning of Quarter	2,437	67
Cash, End of Quarter	$ 12,836	$ 947
Supplemental Disclosure of Cash Activities:		
Cash paid for interest	$ 7,340	$ 3,603
Income taxes paid	$ -	$ -
Supplemental Schedule of Non-Cash Financing Activities:		
Warrants issued for financing	$ -	$ -
Warrants issued for services	$ -	$ -

See accompanying notes to financial statements

BIOSCULPTURE TECHNOLOGY, INC.
NOTES TO FINANCIAL STATEMENTS
Unaudited

NOTE 1: ORGANIZATION AND NATURE OF OPERATIONS

BioSculpture Technology, Inc. is a U.S. Delaware C-corporation with a fiscal year end December 31, (The Company or "BST"). BST is an F.D.A.-registered medical device manufacturer and developer of surgical devices and procedures for handling adipose tissue targeting: the liposuction and body sculpting market; the bariatric market; and fat autograft and adipocyte-derived stem cell processing markets.

BST has prioritized final development of a patented and prototyped minimally invasive device for the endoscopic removal of visceral or "belly" fat as a new treatment of obesity, metabolic syndrome and type 2 diabetes mellitus.

The Company's operates efficiently using OEM manufacturers to manufacture, provide inventory and fulfilment, and service the medical devices manufactured pursuant to its design specifications.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Interim Financial Statements

The accompanying unaudited interim financial statements of BioSculpture Technologies, Inc., should be read in conjunction with the audited financial statements and notes dated December 31, 2015. The accompanying unaudited interim consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP, for interim financial information. Accordingly, since they are interim statements, the accompanying unaudited interim consolidated financial statements do not include all of the information and notes required by GAAP for complete financial statements. The accompanying unaudited interim consolidated financial statements reflect all adjustments, consisting of normal recurring adjustments, that are, in the opinion of our management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of results for a full year, or any other interim period.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of cash flow statements, the Company considers all highly liquid temporary cash investments with an original maturity of three months or less to be cash equivalents.

Revenue Recognition, Accounts Receivable and Allowances

The Company recognizes revenue over the period the service is performed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") No. 605, Revenue Recognition in Financial Statements. In general, ASC No. 605 requires that four basic criteria must be met before revenue can be recognized: (i) persuasive evidence of an arrangement exists, (ii) delivery has occurred or services rendered, (iii) the fee is fixed and determinable, and (iv) collectability is reasonably assured.

The Company places its products with medical distributors, who make the products available for sale to customers, consisting of hospitals and surgery centers. Revenue from sales of products and related costs of products sold are recognized when persuasive evidence of an arrangement exists, delivery has occurred, the price is fixed or determinable and collectivity is reasonably assured. This generally occurs when the customer requests and takes possession of the product for use, at which time title passes to the customer.

Management monitors collections and payments from its customers and maintains an allowance for doubtful accounts based upon our historical experience and any specific customer collection issues that have been identified. Management uses its best judgment, based on the best available facts and circumstances, and records a reserve against the amounts due to reduce the receivable to the amount that is expected to be collected. These reserves are re-evaluated and adjusted as additional information is received that impacts the amount reserved.

Inventory

Inventory has been valued on a lower of cost or market value basis and consists only of finished goods available and ready for sale. Inventory assets were $0 and $0 on March 31, 2016 and December 31, 2015 respectively.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed using the straight-line method over their useful economic lives, which is estimated at 7 to 10 years.

Licenses and Patents

Costs to acquire rights to licenses are capitalized and amortized over their expected economic useful lives. Where the future benefits of the rights are unknown, these costs are expensed as incurred. Costs associated with the submission of a patent application are expensed as incurred given the uncertainty of the patents resulting in probable future economic benefits to the Company.

Long-lived Assets

The Company reviews its long-lived assets and certain identifiable intangible assets held and used for possible impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. In evaluating the fair value and future benefits of its tangible and intangible assets, management performs an analysis of the anticipated discounted future net cash flows of the individual assets over the remaining estimated economic useful lives. The Company recognizes an impairment loss if the carrying value of the assets exceeds the expected future cash flows. As of March 31, 2016 and December 31, 2015, there were no impaired long-lived assets.

Income Taxes

The Company accounts for income taxes using the asset and liability method prescribed by ASC No. 740, Income Taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences of differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as net operating loss and tax credit carry forwards. Deferred taxes are measured using enacted tax rates expected to be applied to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in results of operations in the period that includes the enactment date.

Each reporting period, the Company assesses whether its deferred tax assets are more-likely-than-not realizable, in determining whether it is necessary to record a valuation allowance. This includes evaluating both positive (e.g., sources of taxable income) and negative (e.g., recent historical losses) evidence that could impact the realizability of the Company's deferred tax assets.

The Company recognizes the impact of an uncertain tax position in its financial statements if, in management's judgment, the position is more-likely-than-not sustainable upon audit based on the position's technical merits. This involves the identification of potential uncertain tax positions, the evaluation of applicable tax laws and an assessment of whether a liability for uncertain tax positions is necessary. Different conclusions reached in this assessment can have a material impact on our consolidated financial statements. Currently, we have no uncertain tax positions.

Reclassification

Certain amounts from prior periods have been reclassified to conform to the presentation of current periods.

Note Payable

On April 13, 2007, the Company entered into a capital lease with VGM Financial Services for $154,475 towards tooling for Airbrush® Multicore Connector parts maintained at the Colder Products Company. The loan was secured by a lien on the tooling and the Personal Guarantee of Dr. Cucin.

The Company made its last payment on March 20, 2009 and defaulted on the lease on May 1, 2009 with unpaid principal and interest was $73,345, the value at which the debt is carried forward. An oral promise was made to pay the unpaid principal in full as soon as the Company is able in a telephone conversation at the time. A delinquent fee of $7,335 which is 10% of the past due balance has been accrued per the capital lease agreement.

	2016-9 Months	2017	2018	2019	2020	Later Years
Note Payable Maturities:	$ 80,680	$ -	$ -	$ -	$ -	$ -

Shipping and Handling Costs

We expense all shipping and handling costs as incurred. We include these costs in general and administrative expenses on the accompanying financial statements

Advertising Costs

We expense advertising costs when incurred. Advertising costs were $15 and $3,280 during the periods ended March 31, 2016 and 2015, respectively.

Research and Development Expenses

Research and development expenditures, which are expensed as incurred, totaled $0 and $266 during the periods ended March 31, 2016 and 2015 respectively.

Stock-Based Compensation

In accordance with ASC No. 718, Compensation – Stock Compensation ("ASC 718"), the Company measures the compensation costs of stock-based compensation arrangements based on the grant date fair value of granted instruments and recognizes the costs in the financial statements over the period during which employees are required to provide services. Stock-based compensation arrangements include stock options and restricted stock awards.

Equity instruments ("instruments") issued to non-employees are recorded on the basis of the fair value of the instruments, as required by ASC 718. ASC No.505, Equity Based Payments to Non-Employees ("ASC 505"), defines the measurement date and recognition period for such instruments. In general, the measurement date is (a) when a performance commitment, as defined, is reached or (b) when the earlier of (i) the non-employee performance is complete and (ii) the instruments are vested. The measured value related to the instruments is recognized over a period based on the facts and circumstances of each particular grant as defined in ASC 505.

The Fair Market Value of each option granted under the Company's Amended and Restated 2011 Long-term Incentive Plan (the "Plan") was estimated using the Black Scholes Merton option-pricing model (see Note 10). Using this model, fair value is calculated based on assumptions with respect to (i) expected volatility of the Company's common stock price, (ii) the expected life of the award, which for options is the period of time over which employees and nonemployees are expected to hold their options prior to exercise, (iii) expected dividend yield on the Company's common stock, and (iv) a risk-free interest rate, which is based on quoted U.S. Treasury rates for securities with maturities approximating the expected term. Expected volatility was estimated based on an average of available data from the reported volatilities in financial filings of three Small Cap medical device companies. The expected life of options has been determined using the "simplified" method as prescribed by Staff Accounting Bulletin ("SAB") No. 110, an amendment to SAB No. 107, which uses the midpoint between the vesting date and the end of the contractual term. The expected dividend yield is zero as the Company has never paid dividends and does not currently anticipate paying dividends in the foreseeable future.

Recent Accounting Pronouncements

On May 12, 2011, the Financial Accounting Standards Board ("FASB") issued revised authoritative guidance (Accounting Standards Update ("ASU") No.2011-04) covering fair value measurements and disclosures. The amended guidance include provisions for (1) the application of concepts of "highest and best use" and "valuation premises", (2) an option to measure groups of offsetting assets and liabilities on a net basis, (3) incorporation of certain premiums and discounts in fair value measurements, and (4) measurement of the fair value of certain instruments classified in stockholders' equity. The revised guidance is effective for interim and annual periods beginning after December 15, 2011. The Company adopted this revised authoritative guidance prospectively for new or materially modified arrangements beginning January 1, 2012. The adoption of this revised authoritative guidance update did not have a significant impact on the Company's consolidated financial statements.

In December 2011, FASB issued Accounting Standards Update 2011-11, Balance Sheet - Disclosures about Offsetting Assets and Liabilities" to enhance disclosure requirements relating to the offsetting of assets and liabilities on an entity's balance sheet. The update requires enhanced disclosures regarding assets and liabilities that are presented net or gross in the statement of financial position when the right of offset exists, or that are subject to an enforceable master netting arrangement.

NOTE 3: GOING CONCERN

The financial statements have been prepared assuming that the Company will continue as a going concern. The Company used cash in operations of $53,083 and $65,703 and had a net loss of $53,502 and $194,573 for the years ended March 31, 2016 and 2015, respectively. This raises substantial doubt about its ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent on the Company's ability to raise additional capital and implement its business plan.

Management believes that the actions presently being taken and the success of future operations will be sufficient to enable the Company to continue as a going concern. This includes the introduction of new products including those targeting new markets such as the bariatric treatment of obesity, metabolic syndrome and type 2 diabetes mellitus. However, there can be no assurance that the raising of equity and/or debt, including convertible debt and/or future operations will be successful. Failure to achieve the needed equity and/or debt, including convertible debt funding could have a material adverse effect on the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE 4: PROPERTY AND EQUIPMENT

Property and equipment consist of the following at the end of these reporting periods:

	March 31, 2016	December 31, 2015
Dyes, Tools & Molds	$ 6,274	$ 6,274
Furniture & Fixtures	9,876	9,876
Total Property & Equipment	16,150	16,150
Depreciation	(10,183)	(9,401)
Net	$ 5,967	$ 6,749

Furniture & Fixtures were depreciated in a straight-line fashion over an estimated useful life of 10 years; depreciation expense on furniture and fixtures for the periods ended March 31, 2016 and 2015 was $782 for both periods.

Dyes, Tools and Molds with an initial value of $264,524 were depreciated over a useful life of 7 years. Tooling depreciation for the periods ended March 31, 2016 and 2015 was $0 and $5,492 for each period, respectively.

The total depreciation expense for the periods ended March 31, 2016 and 2015 was $782 and $6,274, respectively.

NOTE 5: INTANGIBLE ASSETS

Exclusive License

BioSculpture Technology, Inc. entered into a License Agreement with Rocin Laboratories, Inc. on June 2, 2001 in exchange for $250,000 and a 6% royalty on gross sales. The License was exclusive for all patents in the portfolio except for patent 5,112,302.

The $250,000 value of the license was calculated by calculating the Net Present Value of a 20-year cash flow of $40,000 per year at a discount rate of 15%, which came to $250,373. That was the Byron Medical guaranteed annual minimum royalty payment alone. Rocin Laboratories was also receiving a 10% royalty from NuMed on a non-exclusive license of the same single patent at the time.

On July 10, 2009, the Exclusive License was modified to eliminate royalty payments in exchange for an additional payment of $250,000. By then there were 18 applications and 15 patents had issued. This gave the BioSculpture Technology, Inc. an exclusive, paid up, perpetual, royalty free license of the portfolio, its continuations and subsequent improvements, and an absolute lock on twin cannula technology in the marketplace. The license is carried on the books at its cost of $500,000. It is perpetual, fully paid up and royalty free, and includes all improvements upon current technology.

Currently there are three newly allowed patents and numerous pending U.S. applications. Allowances are for endoscopic visceral lipectomy and pending claims include subsequent improvements in the design of the single and twin cannula aspiration platform extending protection to 2029.

As the license has generated negligible cash flow for the proceeding 3 years, the license was deemed fully impaired on December 31, 2013.

NOTE 6: LEASES

The Company occupies a 1,400 square foot office at 1550-4 Latham Road, West Palm Beach, Florida where it is a month-to-month tenant as the previous lease had expired and ownership of the property has changed hands twice in the last several years through bankruptcy. There is no current lease on the office but the tenant is a month-to-month tenant on good terms with the property owner who is happy with the current arrangement.

	2016	2017	2018	2019	2020	Later Years
Lease Payments:	$ -	$ -	$ -	$ -	$ -	$ -

NOTE 7: CONVERTIBLE NOTES PAYABLE

During 2015, six convertible notes payable have been issued totaling $93,100 with 10% annual simple interest, which permit the payee to convert any unpaid principal and interest into the company's common stock at a price of $2.18.

During the first quarter of 2016, three convertible notes payable have been issued totaling $29,000 with 10% annual simple interest, which permit the payee to convert any unpaid principal and interest into the company's common stock at a price of $2.18.

The notes are due within one year of the loan date with the last loan due on December 18, 2016.

	Balance December 31, 2015	Additions	Notes Converted	Notes Repaid	Balance March 31, 2016
Total	$ 93,100.00	29,000.00	-	-	$ 122,100.00

	Balance December 31, 2014	Additions	Notes Converted	Notes Repaid	Balance December 31, 2015
Total	$ -	93,100	-	-	$ 93,100

NOTE 8: RELATED PARTY TRANSACTIONS

Note Payable Related Party

There is a Note currently outstanding to an officer of the Company totaling $429,972 and $445,490 on March 31, 2016 and December 31, 2015 respectively. This mainly represents his Personal Guarantee on three interest bearing bank-revolving Lines of Credit but also some direct loans by him to the Company. His Personal Guarantee allows the Company to draw upon those Credit Lines with an effective interest rate of approximately 3% during 2014 and 2015.

	2016-9 Months	2017	2018	2019	2020	Later Years
Note Payable Related Party Maturities:	$ 429,972	$ -	$ -	$ -	$ -	$ -

NOTE 9: SHAREHOLDER'S DEFICIT

Common Stock

During 2014, the Company issued 6,882 of common stock at a price of $2.18 per share.

During 2015, the company authorized the sale of 11,468 shares of common stock at a price of $2.18 per share. The shares have been recorded as to be issued at December 31, 2015.

During 2015, the Company authorized the issuance of 22,936 shares of common stock at $2.18, the fair value of the shares when the individual performed services. The fair value of the shares totaling $50,000 has been recorded as consulting services. The shares have been recorded as to be issued at December 31, 2015.

In February of 2016, the company authorized the sale of 45,872 shares of common stock at a price of $1.09 per share. The shares have been recorded as to be issued at March 31, 2016.

Stock Options

The Company has an Employee Stock Option Plan instituted on November 16, 11 ("2011 ESOP"), which provides for the issuance of stock options to management and other key employees. There are 886,731 shares reserved under the Stock Option Plan, of which 585,000 shares were available for grant at December 31, 2013. Options were granted for periods not exceeding 10 years and exercisable 0 to 4 years after the date of grant at an exercise price of not less than 100% of the fair market value of the common stock on the date of grant. All options granted to date have been non-statutorily qualified options. ("NSO" or "NSQO").

For the purposes of calculating the stock-based compensation under FASB (ASC) 718, the Company estimates the fair value of the stock options using Black-Scholes option-pricing model, which is consistent with the model used for pro-forma disclosures under SFAS 123 prior to the adoption of FASB (ASC) 718. The Black Scholes option-pricing model was developed for use in estimating the fair value of short-lived exchange traded options that have no vesting restrictions and are fully transferrable. In addition, Black-Scholes option-pricing model incorporates various highly sensitive assumptions including expected volatility, expected term and interest rates. Due to the Company's private status limited historical, restricted stock sales, the estimated volatility reflects application of SAB No. 107, incorporating the historical volatility of comparable companies whose share prices are freely trading and publically available. The expected term of the Company's stock option is based on an expected event horizon of a change in control triggering the total vesting and exercise of the options per the stock option agreement. In addition, in accordance with FASB (ASC) 718 share based compensation expense recognized in the statement of operation in 2013 for award grants after January 1, 2009 is based on awards ultimately expected to vest and is reduced for estimated forfeitures.

On November 16, 2011, the Company granted options to purchase 580,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vest between a one to three year period and expire November 16, 2021. The most recent sales price of the common stock at the time of issuance of the options was $1.00 per share. The fair value of the options totaled $184,507 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest

rate of 2.78%, ii) expected life of between 3 and 6.5 years, iii) dividend yield of 0%, iv) expected volatility of 59%. The Company recognized $0 and $13,811 deferred compensation for the years ended 2015 and 2014 respectively.

On September 20, 2013, the Company granted options to purchase 5,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vest over a four year period and expire September 20, 2023. The most recent sales price of the common stock at the time of issuance of the options was $2.18 per share. The fair value of the options totaled $6,455 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of 2.35%, ii) expected life of 7 years, iii) dividend yield of 0%, iv) expected volatility of 57.9%. The Company recognized $1,614 and $1,614 deferred compensation for the years ended 2015 and 2014 respectively.

On February 3, 2015, the Company granted options to purchase 116,000 shares of the Company's common stock, at an exercise price of $2.18 per share. The options vested instantly and expire February 3, 2025. The most recent sales price of the common stock at the time of issuance of the options was $2.18 per share. The fair value of the options totaled $116,963 using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of 2.14%, ii) expected life of between 2.5 and 5 years, iii) dividend yield of 0%, iv) expected volatility of 64.44%.

The Company recognized $403 and $121,325 of deferred compensation expense during the quarters ended March 31, 2016 and 2015, respectively.

Additional information concerning the activity in the option plan is as follows:

	March 31, 2016		December 31, 2015	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Outstanding, beginning of	701,000	2.18	585,000	2.18
Granted	-	-	116,000	2.18
Exercised	-	-	-	-
Forfeited	-	-	-	-
Expired	-	-	-	-
Outstanding, end of year	701,000	2.18	701,000	2.18
Exercisable, end of year	696,000		696,000	

Additional information concerning the unvested options is as follows:

	March 31, 2016		December 31, 2015	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Non-Vested options at beginning of year	5,000	2.18	5,000	2.18
Granted	-	-	-	-
Vested	-	-	-	-
Cancelled	-	-	-	-
Non-Vested options at end of year	5,000	2.18	5,000	2.18

Summarized information with respect to the options outstanding under the option plan at March 31, 2016 is as follows:

	Options Outstanding			Options Exercisable	
Exercise Price	Number Outstanding	Remaining Average Contractual Life (In Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price

2.18	701,000	4.25	2.18	696,000	2.18

Summarized information with respect to the options outstanding under the option plan at December 31, 2015 is as follows:

	Options Outstanding			Options Exercisable	
Exercise Price	Number Outstanding	Remaining Average Contractual Life (In Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
2.18	701,000	4.77	2.18	696,000	2.18

The estimated fair value of each stock option grant on the date of grant was computed using the following weighted-average assumptions:

	December 31,	
	2015	2014
Risk-free interest rate	2.14%	2.54%
Expected term (life) of options (in years)	8.35	8.51
Expected dividends	-	-
Expected volatility	64.44%	70.07%

NOTE 10: COMMITMENTS AND CONTINGENCIES

The Company is subject to legal proceedings, claims and liabilities that arise in the ordinary course of business. In the opinion of management, the amount of the ultimate liability with respect to those actions will not materially affect the Company's financial position or results of operations. There are no active or pending litigation or proceedings involving the Company.

NOTE 11: SUBSEQUENT EVENT

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through June 16, 2016, the date the financial statements were issued.

In May of 2016, the company authorized the sale of 25,236 shares of common stock at a price of $2.18 per share.

INDEX TO EXHIBITS

Exhibit No.	Description
2.1*	Amended and Restated Certificate of Incorporation of BioSculpture Technology, Inc.
2.2*	Bylaws of BioSculpture Technology, Inc.
3.1*	BioSculpture Technology, Inc. – Summary Term Sheet – Mezzanine Convertible Bonds
4.1*	Form of Subscription Agreement.
6.1*	Employment Agreement by and between BioSculpture Technology, Inc. and Robert L. Cucin.
6.2*	BioSculpture Technology, Inc. 2011 Stock Option Plan.
6.3*	Employment Agreement dated as of July 27, 2016 by and between BioSculpture Technology, Inc. and Robert L. Cucin.
6.4*	Placement and Advisory Services Agreement dated as of July 16, 2016 by and between BioSculpture Technology, Inc. and Monarch Bay Securities, LLC.
6.5*	License Agreement between BioSculpture Technology, Inc. and Rocin Laboratories, Inc. and Robert L. Cucin, M.D.
6.6*	Modification to License Agreement between BioSculpture Technology, Inc. and Rocin Laboratories, Inc. and Robert L. Cucin, M.D.
6.7*	Second Modification to License Agreement between BioSculpture Technology, Inc. and Rocin Laboratories, Inc. and Robert L. Cucin, M.D.
6.8	Minutes of Special Director's Meeting August 3, 2016
10.1*	Power of Attorney (included on signature page).
11.1	Consent of Pybus & Company, P.A.
11.2	Consent of Attorney (included in Exhibit 12.1).
12.1	Opinion of Attorney.

* Filed previously.

EX1A-2A CHARTER 4 ex2-1.htm

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

BIOSCULPTURE TECHNOLOGY, INC.

The undersigned officer of Biosculpture Technology, Inc., a corporation formed under the General Corporation Law of the State of Delaware, in order to amend and restate the Certificate of Incorporation of said corporation, hereby certifies as follows:

1. The name of the corporation is Biosculpture Technology, Inc. (the "Corporation"). The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 15, 2001.

2. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Section 245 of the General Corporation Law of the State of Delaware. The amendments of the original Certificate of Incorporation contained herein were duly adopted in accordance with Section 242 of the General Corporation Law. The undersigned officer is the duly authorized President and Chief Executive Officer of the Corporation.

3. The registered office of the Corporation within the State of Delaware is to be located at 838 Walker Road, Suite 22-1, Dover, Kent County, Delaware 19904. The name of its registered agent at that address is State Street Corporate LLC.

4. The purpose of the Corporation is to conduct or promote any lawful business or purposes and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

5. (a) The Corporation shall have authority to issue a total of 30,000,000 shares of capital stock, consisting of 20,000,000 shares of common stock with a par value of $0.001 per share and 10,000,000 shares of preferred stock with a par value of $0.001 per share. The designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of the authorized capital stock of the Corporation are as provided for below in this Article 5. Except as otherwise provided in an amendment to this Certificate of Incorporation or in a resolution or designation adopted by the Corporation's Board of Directors pursuant to Article 5(c) of this Certificate, the number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

(b) Common Stock. The common stock of the Corporation shall have the following powers, preferences and rights, and shall be subject to the following qualifications, limitations and restrictions thereof, in addition to any other powers, preferences, rights, qualifications, limitations and restrictions afforded by the Delaware General Corporation Law:

(i) Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the common stock of the Corporation shall be entitled to receive, when and as declared by the Board of Directors, out of any assets legally available therefor, such dividends as may be declared from time to time by the Board of Directors;

(ii) upon the liquidation, dissolution or winding up of the Corporation, the available assets of the Corporation shall be distributed among the holders of the common stock of the Corporation, subject to any priorities, rights, preferences, powers, designations, qualifications, limitations and restrictions of any other classes or series of stock of the Corporation; and

(iii) the holder of each share of common stock shall have the right to one vote per share of common stock and shall be entitled to vote upon such matters and in such manner as may be provided by law, subject to the voting rights of other classes and series of stock of the Corporation; provided, however, that, except as otherwise required by law, holders of common stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the General Corporation Law.

(c) Preferred Stock . Shares of preferred stock of the Corporation may be issued from time to time in one or more series as may be determined by the Corporation's Board of Directors, which is expressly vested with authority to adopt resolutions providing for such issuance. Any shares of preferred stock of the Corporation that may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law or by the terms of any series of preferred stock. The Board of Directors is expressly authorized to adopt and fix by resolution or resolutions the designations and the powers, preferences and rights of each series of preferred stock of the Corporation, and the qualifications, limitations and restrictions thereof, including without limitation:

(i) the serial designation of each series that shall distinguish it from other series;

(ii) the number of shares included in such series;

(iii) the dividends that holders of shares of such series shall be entitled to receive, the rate of such dividends or the method of determining such rate, any conditions upon which such dividends shall be paid, the times at which such dividends shall be payable, and the preference and relation of such dividends to the dividends payable on any other classes or series of stock;

(iv) whether dividends on the shares of such series shall be cumulative and the terms and timing of such cumulative dividends;

(v) the rights of the holders of the shares of such series of preferred stock upon voluntary or involuntary liquidation, dissolution, winding up, merger, consolidation or distribution or sale of assets of the Corporation, and the relative rights of priority, if any, of the shares of such series upon such events;

(vi) any obligation of the Corporation to purchase or redeem shares of such series, the prices at which, the periods within which and the terms and conditions upon which the shares of such series may be purchased or redeemed, in whole or in part, whether at the option of the Corporation or at the option of the holders thereof or upon the happening of other events, and the terms of any sinking fund or purchase or redemption account provided for such shares;

(vii) whether or not the shares of such series shall be convertible or exchangeable, at the option of the holders thereof or at the option of the Corporation or upon the happening of other events, into shares of any other class or classes or series of stock of the Corporation, the price or rate of exchange or conversion and any adjustments applicable thereto;

(viii) whether or not the holders of shares of such series shall have voting rights different from, or in addition to, the voting rights otherwise provided by law or the voting rights of other classes or series of stock and the terms of any such different or additional voting rights; and

(ix) provisions that Section 502 or 503 of the California Corporations Code shall not apply in whole or in part with respect to distributions on shares junior to a class or series of preferred shares, including provisions that Section 502 or 503 shall not apply in connection with repurchases by the Corporation of its common stock from employees, officers, directors, advisors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment.

6. The personal liability of the directors of the Corporation to the Corporation or its stockholders is hereby eliminated to the fullest extent permitted by the law of the State of Delaware, including Section 102(b)(7) of the Delaware General Corporation Law, as the same may be amended or supplemented. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to further reduce, or to authorize with the approval of stockholders or directors of the Corporation further reduction of, the liability of the Corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not, to the fullest extent permitted by the Delaware General Corporation Law as so amended, be liable for any such breach.

7. The Corporation shall, to the fullest extent permitted by the law of the State of Delaware, including Sections 102(b)(7) and 145 of the Delaware General Corporation Law, as the same may be amended or supplemented, indemnify any and all directors and officers whom it shall have power to indemnify under such law from and against any and all expenses (including attorneys' fees and advancement of expenses), judgments, fines, settlement amounts and other liabilities imposed upon or reasonably incurred by such person in connection with any pending, threatened or completed action, suit or proceeding to which such person is, or is threatened to be, a party, both as to action in such person's official capacity and as to action of such person in any other capacity with the Corporation while holding such office, and also as to action of such person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), and from and against all other matters referred to in or covered by such law. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of stockholders or directors or otherwise. The indemnification hereunder shall inure to the benefit of the heirs, executors and administrators of any person entitled to such indemnification and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation.

8. The Corporation shall have the power, to the fullest extent permitted by the law of the State of Delaware, as the same may be amended or supplemented, to indemnify any and all employees, agents and persons whom it may have power to indemnify under such law from and against any and all expenses (including attorneys' fees and advancement of expenses), judgments, fines, settlement amounts and other liabilities imposed upon or reasonably incurred by such person in connection with any pending, threatened or completed action, suit or proceeding to which such person is, or is threatened to be, a party, both as to action in such person's capacity as an employee, agent, officer or director of the Corporation and as to action of such person in any other capacity with the Corporation, and also as to action of such person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), and from and against all other matters referred to in or covered by such law. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of stockholders or directors or otherwise. The indemnification hereunder may inure to the benefit of the heirs, executors and administrators of any person entitled to such indemnification and may continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation.

9. Elections of directors of the Corporation shall not be required to be by written ballot unless the bylaws of the Corporation shall so provide. Any director or the entire Board of Directors of the Corporation, including directors who are classified into classes of directors whose terms of office expire at different times, may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

10. In furtherance and not in limitation of any powers conferred by law, the Board of Directors of the Corporation shall have the power to adopt, amend or repeal bylaws of the Corporation.

11. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in any manner now or hereafter permitted or prescribed by applicable law, and all rights conferred on any stockholders hereunder are granted subject to such reserved right of the Corporation. No amendment, modification or repeal of Article 6, Article 7 or Article 8 of this Certificate shall increase or extend any liability of, or adversely affect any right of, any director, officer, employee or agent of the Corporation (or any other person for which Delaware law permits the Corporation to provide indemnification or limitation of liability) in connection with any acts or omissions of such person occurring prior to such amendment, modification or repeal.

IN WITNESS WHEREOF, I have signed this certificate as of February 1, 2010.

/s/ Robert L. Cucin

Robert L. Cucin
President
Chief Executive Officer

EX1A-2B BYLAWS 5 ex2-2.htm

BYLAWS

OF

BIOSCULPTURE TECHNOLOGY, INC.

ARTICLE I

SHAREHOLDERS

1. Annual Meeting

A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business on such date in each year as may be determined by the Board of Directors, but in no event later than 365 days after the anniversary of the date of incorporation of the Corporation.

2. Special Meeting

Special meetings of the shareholders may be called by the Board of Directors, Chairman of the Board or President and shall be called by the Board upon the written request of the holders of record of a majority of the outstanding shares of the Corporation entitled to vote at the meeting requested to be called. Such request shall state the purpose or purposes of the proposed meeting. At such special meetings the only business which may be transacted is that relating to the purpose or purposes set forth in the notice thereof.

3. Place of Meetings

Meetings of the shareholders shall be held at such place within or outside of the State of Delaware as may be fixed by the Board of Directors. If no place is so fixed, such meetings shall be held at the principal office of the Corporation.

4. Notice of Meetings

Notice of each meeting of the shareholders shall be given in writing and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Notice of a special meeting shall indicate that it is being issued by or at the direction of the person or persons calling or requesting the meeting.

If, at any meeting, action is proposed to be taken which, if taken, would entitle objecting shareholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect.

A copy of the notice of each meeting shall be given, personally or by first class mail, not less than ten nor more than fifty days before the date of the meeting, to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of the shareholders, or, if he shall have filed with the Secretary of the Corporation a written request that notices to him or her be mailed to some other address, then directed to him at such other address.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice under this Section 4.

5. Waiver of Notice

Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

EX1A-3 HLDRS RTS 6 ex3-1.htm

BIOSCULPTURE TECHNOLOGY, INC.

Summary Term Sheet

Mezzanine Convertible Bonds

This term sheet sets forth the terms of Convertible Bonds to be issued by BioSculpture Technology, Inc. (the "Company") to investors in such Bonds (the "Investors").

Issuer:	BioSculpture Technology, Inc. (the "Company"), a Delaware Corporation.
Investors:	Investment is offered to, and may only be accepted by, accredited investors, as defined in Regulation 501(a) promulgated by the Securities and Exchange Commission.
Company Business:	Commercialization, manufacture, marketing, licensing, sale and distribution of medical devices and technology for liposuction, fat processing and visceral fat removal.
Securities Offered:	Convertible Bonds of the Company (the "Bonds").
Underlying Shares:	Initially up to approximately 208,550 fully paid common shares of the issuer.
Form:	Unregistered at Issue Date
Denomination:	$1,000 (One Thousand U.S. Dollars) units.
Yield to Maturity	10% per annum
Interest:	Simple interest shall accrue on an annual basis at the rate of 10% per annum based on a 365 day year.
Maturity Date:	Principal and unpaid accrued interest on the Bonds will be due and payable upon the earlier of a financing of at least $500,000 including but not limited to qualification of Regulation A Offering, an effective S-1 registration, or 24 months from the date of the Bond Purchase Agreement (the "Maturity Date").

Aggregate Amount of the Offering:	Up to $500,000 (Five Hundred Thousand U.S. Dollars) in aggregate principal amount of equity convertible Bonds.
Functional Currency: Issue Price:	U.S. Dollars. 100%
Conversion	Bonds and unpaid accrued principal will be convertible into common stock of the company.
Conversion Discount:	10% below the Reference Share Price.
Reference Share Price:	Shall be the price set at the first financing or public offering of the Company's common stock of at least $500,000 including not limited to a qualified Regulation A or an effective S-1 registration.
Initial Conversion Price:	To be set at 90% of the Reference Share Price. If there has not been a public offering of the Company's stock at the time of conversion, the conversion price shall be $2.18 per common share.
Fixed Exchange Rate:	None.
Conversion Rate:	The Conversion rate shall be determined by dividing the par value of the Bonds by the conversion price.
Closings:	The issuer may close the sale of the Bonds in one or more closings by way of a private placement.
Conditions Precedent:	The issuer shall take all the initial actions necessary and commence the office process pursuant to the procedures and regulatory rules which are obligated by law to make a qualified Regulation A or effective S-1 registration of its stock.

Interest Payment Dates:	At Maturity Date unless the early redemption is exercised by the Issuer.
Adjustments:	the Conversion Price will be subject to adjustment upon: (1) the issuance of common stock as a dividend or distribution, (ii) the issuance to all holders of common stock of rights or warrants to purchase common stock, and (iii) certain subdivisions and combinations of common stock.
Early Redemption:	Issuer may redeem the Bonds in whole or in part plus accrued and unpaid interest for cash thereupon to the date of redemption.
Ranking:	The Convertible Bonds shall rank equal in right of payment with all of the Issuer's other existing and future senior indebtedness.
Use of Proceeds:	The net proceeds from this offering shall be used for the purpose of covering the costs of a public offering of the Company's stock, outstanding financial liabilities, and product development and preparation for FDA submission.
Event of Default:	The bonds contain customary events of default that will permit acceleration of the principal of the Bonds plus accrued interest, and any other amounts due with respect to the bonds.
Registration:	Unregistered at Issue Date.
Approvals/Permissions:	The issuance of the Bonds is subject of the due execution of all necessary corporate resolutions for the approval and issuance of the Bonds and the documentation in connection therewith by the Issuer, including but not limited to the conversion rights and the execution of the Bond Purchase Agreement and the due fulfilment of Conditions Precedent.
Issuer's Ownership of Bonds:	The Issuer and its subsidiaries have the right to acquire and own Bonds. The Bonds may (at the Issuer's discretion) be retained, cancelled or sold.
Listing:	The Bonds will not initially be listed. The issuer may list the Bonds subsequently.
Authorization:	The issuer shall have authorized the issuance of Bonds to the Investor by the Issue Date.
Governing Law:	U.S. Law of the State of Florida shall govern with exception of Florida Choice of Law rules and all parties agree to be subject to the jurisdiction of its courts.

This term sheet is a non-binding expression of interest and letter of intent. None of the above terms and conditions shall constitute a binding agreement, which will only be made by the signing, delivery and exchange of Bonds, monies, and any related definitive written agreements between the parties.

Dated: _____, 201__

BIOSCULPTURE TECHNOLOGY, INC

By: _____

Robert L. Cucin, M.D
Chief Executive Officer

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

BIOSCULPTURE TECHNOLOGY, INC.

CONVERTIBLE BOND PURCHASE AGREEMENT

Principal Amount: U.S. $_____, tendered_____

1. Principal and Interest.

1.1 For value received, BioSculpture Technology, Inc., a Delaware corporation (the "Company"), having an address at 1701 South Flagler Drive, Suite 607, West Palm Beach, Florida 33409, hereby promises to pay to the order of_____("The Holder") at the Holder's address of_____ the principal amount of_____together with interest thereon accruing at the rate of ten percent (10%) per annum, on_____(the "Maturity Date"), and to pay interest at such rate on any overdue principal; provided,however, that such principal and interest shall not be required to be paid if and to the extent that this Bond is converted pursuant to Section 3 hereof. This Convertible Bond issued by the Company to the Holder on the above date (the "Bond") is one of a number of convertible bonds issuable by the Company in an offering of up to $500,000 in aggregate principal amount of such convertible bonds (collectively, the "Bonds"). This Bond is subject to the terms and conditions provided herein.

1.2 Upon payment in full, or conversion, of the principal hereof and any unpaid accrued interest hereunder and performance of the other obligations under this Bond, this Bond shall cease to be in effect and shall be surrendered by Holder to the Company for cancellation.

1.3 The Company shall pay principal and interest due under this Bond not converted in lawful money of the United States. The Company shall pay such principal and interest and shall deliver any Stock that may become issuable or payable hereunder to the Holder at the address of Holder specified in Section 1.1 or at such other location as the Holder may specify in written notice to the Company. In the event that on any date any payment permitted hereunder shall be less than the amount of interest and principal then due on the Bond, at maturity or otherwise, such partial payment shall be applied first to pay any accrued interest then due under the Bond and then to pay unpaid and outstanding principal due under the Bond. The foregoing provisions regarding payment of this Bond shall be subject to the terms of Section 3 below regarding conversion of the Bond.

2. Prepayment. Notwithstanding anything else set forth herein, the Company may at any time, without premium or penalty, prepay in whole or in part the principal sum of this Bond, plus accrued interest to the date of prepayment of this Bond, provided that notice of conversion of any such amounts sought to be prepaid has not been given by the Company or the Holder prior to such prepayment.

3. Conversion

3.1 The outstanding principal balance of this Bond, together with unpaid accrued interest thereon, may be converted into common shares of the Company's capital stock on the terms and conditions provided in this Section and this Bond.

3.3 Upon a financing of $500,000 or more of the company's common stock including but not limited to a qualified Regulation A or S-1 offering by the Company prior to the Maturity date, all principal and all unpaid accrued interest will be converted into common shares of the Company's stock at a 10% discount to the price set for that financing or public offering.

3.4 If there has not been a public offering of the Company's stock prior to the Maturity date of Paragraph 1.1., all principal and unpaid accrued interest will be converted into common stock at $2.18/share.

3.5 Upon Conversion the Holder shall surrender this Bond to the Company for cancellation.

3.6 Procedures and Effect of Conversion. No fractional shares of the Company's capital stock will be issued upon conversion of this Bond. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted balance of principal and interest under this Bond that would otherwise be converted into such fractional share. Upon conversion of this Bond pursuant to this Section 3, the Holder shall surrender this Bond, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. At its expense, the Company will, as soon as practicable thereafter, but in any event no more than twenty (20) days after such surrender, issue and deliver to such Holder, at such principal office, a certificate or certificates for the number of any shares to which such Holder is entitled upon such conversion, together with any other securities, payment and property to which the Holder is entitled upon such conversion under the terms of this Bond or the terms of an Equity Financing or an Acquisition, including a check payable to the Holder for any cash amounts payable as described herein. Upon conversion of this Bond, the Company shall be released from all of its obligations and liabilities under this Bond with regard to that portion of the principal amount and accrued interest being converted, including the obligation to pay such portion of the principal amount and accrued interest.

3.7 Adjustments. The Conversion Price will be subject to adjustment upon: (a) the issuance of common stock as a dividend or distribution, (b) the issuance to all holders of common stock of rights or warrants to purchase common stock, and (c) any subdivisions and combinations of common stock.

4. Representations and Warranties of Holder. Holder hereby represents and warrants to the Company the following matters set forth in this Section.

4.1 Authorization. Holder has full power and authority to enter into this Bond, and this Bond constitutes the valid and legally binding obligations of Holder, enforceable in accordance with their terms.

4.2 Purchase Entirely for Own Account. The Bond and any securities to which the Holder shall be entitled upon conversion of the Bond (collectively, the "Securities") will be acquired for investment for Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Holder has no present intention of selling, granting any participation in, or otherwise distributing the Securities. Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation in any of the Securities to such person or to any third person.

4.3 Disclosure of Information. Holder has received all the information that it considers necessary or appropriate for determining whether to purchase the Bond. Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering and sale of the Bond, and Holder deems such opportunity sufficient for purposes of Holder's determining whether to purchase the Bond.

4.4 Investment Experience. Holder has been an investor in securities of companies in the development stage and acknowledges that it is able to exercise its own judgment in assessing the Securities and purchase thereof and is able to bear the economic risk of its investment in the Bond and any other Securities, including the complete loss of such investment. Holder has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Bonds or other Securities. Holder has not been organized for the purpose of acquiring the Securities.

4.5 Accredited Investor. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), Rule 501(c) attached as Exhibit A.

4.6 Restricted Securities. Holder understands that the Bond and any other Securities it may purchase are "restricted securities" under the federal securities laws and are being acquired from the Company in a transaction not involving a public offering. Holder understands and acknowledges that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, Holder is familiar with Rule 144 promulgated under the Securities Act, as amended, and understands the resale limitations imposed by Rule 144 and by the Securities Act. Holder understands that Rule 144 does not currently permit the sale of the Securities and may restrict or prohibit sales and transfers of such Securities in the future.

4.7 Further Limitations on Disposition. Without in any way limiting the representations set forth in this Section, Holder further agrees not to make any disposition of all or any portion of the Securities (other than the valid exercise or conversion thereof in accordance with their respective terms) unless and until:

(a) There is then in effect a Registration Statement under the Securities Act covering such propose disposition and such disposition is made in accordance with such Registration Statement; or

(b) (i) Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if requested by the Company, Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act or registration or qualification under any applicable state securities laws.

4.8 Legends

(a) Holder acknowledges and agrees that the certificates evidencing the Equity Securities or Financing Stock may bear one or all of the following legends or a legend substantially similar thereto:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) Holder acknowledges and agrees that the certificates evidencing the Equity Securities or Financing Stock may bear any legend required by the law of any state having jurisdiction.

5. Representations and Warranties of Company. The Company warrants to use its best efforts to file or have filed on its behalf a Form 1-A or an S-1 and to successfully consummate a qualified Regulation A public offering of $5,000,000 for its common stock.

6. Reservation of Stock Issuable Upon Conversion. The Company shall at all times on and after the date of this Bond reserve and keep available out of its authorized but unissued shares of stock, solely for the purpose of effecting the conversion of the Bond, such number of its Equity Securities as shall from time to time be sufficient to effect the conversion of the Bond. If at any time the number of authorized but unissued shares of Equity Securities shall not be sufficient to effect the conversion of the entire outstanding principal amount of this Bond, in addition to such other remedies as shall be available to the Holder of this Bond, the Company will use its best efforts to take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Securities to such number of shares as shall be sufficient for such purposes.

7. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

7.1 The Company shall fail to make any payment of principal of, or interest on, or any other amount owing in respect of, the Bond when due and payable, unless the Bond is converted pursuant to the terms of the Bond prior to such amounts becoming due.

7.2 Any representation or warranty herein shall be untrue or incorrect as of the date when made in any material respect as to the Company, in light of the circumstances under which the representation or warranty was made.

7.3 The Company (a) commences a voluntary case under the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. §§101, et seq. (the "Bankruptcy Code") (as now or hereafter in effect); or (b) files a petition or commences any case, proceeding or action in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition, readjustment of debts or any other relief under any other bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or similar act or law of any jurisdiction, now or hereafter existing; or (c) takes any action indicating its consent to, approval of, or acquiescence in, any case, proceeding or other action; or (d) applies for a receiver, trustee or custodian of the Company or a substantial part of its property; or (e) makes an assignment for the benefit of creditors; or (f) is adjudicated insolvent or bankrupt.

7.4 (a) There is commenced against the Company (i) an involuntary case under the Bankruptcy Code (as now or hereafter in effect); or (ii) any case or proceeding or any other action in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition, readjustment of its debts or any other relief under any other bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or similar act or law of any jurisdiction, now or hereafter existing, or seeking appointment of a receiver, trustee or custodian of the Company or a substantial part of its property, and any of the foregoing cases, proceedings, or actions is not dismissed within 120 days; or (b) an order, judgment or decree approving any of the foregoing is entered or a warrant of attachment, execution of similar process against any substantial part of the property of the Company is issued, and such order, judgment, decree, warrant, execution or similar process is not vacated or stayed within 120 days; or (c) an order for relief under the Bankruptcy Code (as now or hereafter in effect) is entered against the Company.

8. Remedies. In the case of an Event of Default, the principal of the Bond shall immediately become due and payable, together with interest accrued thereon, including any interest accruing after the commencement of any action or proceeding under the federal Bankruptcy Code, as now or hereafter in effect, or any other applicable bankruptcy, insolvency or other similar law, and any other interest that would have accrued, but for the commencement of such action or proceeding, whether or not such interest is allowed as an enforceable claim in such action or proceeding, without presentment, demand for payment, notice of non-payment, notice of dishonor, protest or notice of protest, all of which are hereby expressly waived, and the Company shall immediately upon such acceleration pay the entire principal of and accrued interest on this Bond.

9. Late Payment. In the event that any amount due under this Bond is not paid when due or that Financing Stock is not issued when required hereunder, then (a) this Bond shall continue to bear interest at the rate specified in Section 1 until such overdue payment or issuance of Financing Stock is completed, and (b) the Company shall in addition pay to the Holder a late charge equal to four percent (4%) of the full amount of unpaid principal due hereunder through the date of payment of such interest and principal in full.

10. Usury. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest in excess of the maximum rate permitted by applicable law. In the event that the rate of interest required to be paid hereunder exceeds the maximum rate permitted by applicable law, then the rate of interest required to be paid hereunder shall be reduced to the maximum rate permitted by applicable law. To the extent that any interest payment hereunder exceeds the maximum amount or rate permitted under any applicable usury law, such excess shall be deemed to have been collected in error and shall be applied to reduction of any principal outstanding under this Bond and to payment of any other amounts due to Holder hereunder, whether or not then payable, and any excess remaining after payment of such principal and other sums shall be refunded to the Holder. The provisions of this Section shall not be available for the benefit of any obligor hereunder except, and to the extent that, such obligor could interpose a defense of usury in an action by the Holder to recover the indebtedness and other obligations evidenced by this Bond.

11. Assignment. Subject to the restrictions on transfer described in Section 5 and other provisions of this Bond, the rights and obligations of the Company and the Holder of this Bond shall be binding upon and shall benefit the successors, assigns, heirs, administrators and transferees of the parties.

12. Amendment and Waivers. No provision of this Bond may be amended, waived or modified except by a writing signed by both the Company and the Holder.

13. Notices.

13.1 Any notice required to be given hereunder shall be in writing and shall be delivered personally or by courier or shall be sent by certified or registered mail, postage prepaid, to the party to be notified, in the case of the Holder at such party's address set forth in this Bond, and in the case of the Company as follows:

BioSculpture Technology, Inc.,
Attention: Dr. Robert L. Cucin.
1701 South Flagler Drive,
Suite 607,
West Palm Beach, Florida, 33401

13.2 If mailed as aforesaid, notice shall be deemed given three (3) days after being deposited in the United States mail, unless the party to be notified proves that the notice was received later or not received. Other notices shall be deemed to be given upon the date of receipt. A party may change its address for receipt of notices hereunder by giving written notice of the new address to the other party in accordance with this Section.

14. Governing Law; Jurisdiction. This Bond shall be governed by and construed in accordance with the law of the State of Florida applicable to instruments negotiated, executed and to be performed in that State, without regard to the conflicts of law principles of that State. The Company and the Holder hereby consent to the jurisdiction of the state and federal courts located in Palm Beach County, over any disputes, actions, suits or claims relating to the Bond and over the Company and the Holder in connection with this Bond.

15. Headings; References. All headings used herein are used for convenience of reference only and shall not affect the construction or interpretation of this Bond. Except as otherwise indicated, all references herein to Sections refer to Sections hereof. The word "including" when used in this Bond shall be deemed to mean "including without limitation."

16. Collection Costs. The Company promises to pay any and all reasonable costs of collection, including reasonable attorneys' fees, incurred in the collection of this Bond following an Event of Default.

17. Waivers. The Company hereby waives notice of dishonor, presentment, and demand for payment, notice of non-payment, notice of dishonor, protest and notice of protest in connection with this Bond. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right.

18. Severability of Provisions. If any provision of this Bond is held to be unenforceable or invalid under, or in conflict with, the applicable law of any jurisdiction, then the unenforceable, invalid or conflicting provision shall be narrowed or replaced, to the extent possible, with a judicial construction in such jurisdiction that effectuates the intent of the parties regarding this Bond and regarding the unenforceable, invalid or conflicting provision. Notwithstanding the unenforceability, invalidity or conflict with applicable law of any provision of this Bond, the remaining provisions shall be valid, enforceable and binding on the parties.

IN WITNESS WHEREOF, the Company and the Holder have each executed and delivered this Bond as of the date first above written.

BIOSCULPTURE TECHNOLOGY, INC.	**HOLDER**
By:	
Robert L. Cucin, M.D., C.E.O.	Printed Name
	Signature

EXHIBIT A

DEFINITION OF ACCREDITED INVESTOR

3SEC RULE 501(a)

Sec. 230.501 Definitions and terms used in Regulation D. As used in Regulation D, the following terms shall have the meaning indicated:

(a) Accredited Investor. "Accredited Investor" shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in Section 3(a(2) of the Act, or any savings and loan association or other institution as defined in Section 3 (a) (5) (A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a) (48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301© or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if investment decisions are made by a plan fiduciary which is a bank, savings and loan association, insurance company, or registered investment adviser and the plan establishes fiduciary principles the same or similar to those contained in sections 404-407 of Title I of the Employee Retirement Income Security Act of 1974, employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in Section 202(a) (22) of the Investment Advisors Act of 1940;

(3) Any organization described in Section 501(c) (3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issue;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000;

(6) Any natural person who had an individual income in excess of$200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b) (2) (ii); and

(8) Any entity in which all of the equity owners are accredited investors.

6. Inspectors of Election

The Board of Directors, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint two inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment in advance of the meeting by the Board or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of such inspector at such meeting with strict impartiality and according to the best of his ability.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote at the meeting, count and tabulate all votes, ballots or consents, determine the result thereof, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting, or of any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of any vote certified by them.

7. List of Shareholders at Meeting

A list of the shareholders as of the record date, certified by the Secretary or any Assistant Secretary or by a transfer agent, shall be produced at any meeting of the shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or the person presiding thereat, shall require such list of the shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

8. Qualification of Voters

Unless otherwise provided in the Articles of Incorporation, every shareholder of record shall be entitled at every meeting of the shareholders to one vote for every share standing in its name on the record of the shareholders.

Treasury shares as of the record date and shares held as of the record date by another domestic or foreign corporation of any kind, if a majority of the shares entitled to vote in the election of directors of such other corporation is held as of the record date by the Corporation, shall not be shares entitled to vote or to be counted in determining the total number of outstanding shares.

Shares held by an administrator, executor, guardian, conservator, committee or other fiduciary, other than a trustee, may be voted by such fiduciary, either in person or by proxy, without the transfer of such shares into the name of such fiduciary. Shares held by a trustee may be voted by him or her, either in person or by proxy, only after the shares have been transferred into his name as trustee or into the name of his nominee.

Shares standing in the name of another domestic or foreign corporation of any type or kind may be voted by such officer, agent or proxy as the bylaws of such corporation may provide, or, in the absence of such provision, as the board of directors of such corporation may determine.

No shareholder shall sell his vote, or issue a proxy to vote, to any person for any sum of money or anything of value except as permitted by law.

9. Quorum of Shareholders

The holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote at any meeting of the shareholders shall constitute a quorum at such meeting for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such specified item of business.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.

The shareholders who are present in person or by proxy and who are entitled to vote may, by a majority of votes cast, adjourn the meeting despite the absence of a quorum.

10. Proxies

Every shareholder entitled to vote at a meeting of the shareholders, or to express consent or dissent without a meeting, may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the shareholder or its attorney. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy, unless before the authority is exercised written notice of an adjudication of such incompetence or of such death is received by the Secretary or any Assistant Secretary.

11. Vote or Consent of Shareholders

Directors, except as otherwise required by law, shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

Whenever any corporate action, other than the election of directors, is to be taken by vote of the shareholders, it shall, except as otherwise required by law, be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Written consent thus given by the holders of all outstanding shares entitled to vote shall have the same effect as an unanimous vote of shareholders.

12. Fixing The Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be less than ten nor more than fifty days before the date of such meeting, nor more than fifty days prior to any other action.

When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

ARTICLE II

BOARD OF DIRECTORS

I. Power of Board and Qualification of Directors

The business of the Corporation shall be managed by the Board of Directors. Each director shall be at least eighteen years of age.

2. Number of Directors

The number of directors constituting the entire Board of Directors shall be the number, not less than 3 nor more than 9 , fixed from time to time by a majority of the total number of directors which the Corporation would have, prior to any increase or decrease, if there were no vacancies, provided, however, that no decrease shall shorten the term of an incumbent director, and provided further that if all of the shares of the Corporation are owned beneficially and of record by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders. Until otherwise fixed by the directors, the number of directors constituting the entire Board shall be 8 .

3. Election and Term of Directors

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting and until their successors have been elected and qualified or until their death, resignation or removal in the manner hereinafter provided.

4. Quorum of Directors and Action by the Board

A majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and, except where otherwise provided herein, the vote of a majority of the directors present at a meeting at the time of such vote, if a quorum is then present, shall be the act of the Board.

Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consent thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

5. Meeting of the Board

An annual meeting of the Board of Directors shall be held in each year directly after the annual meeting of shareholders. Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time upon the call of the President or any two directors.

Meetings of the Board of Directors shall be held at such places as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. If no place is so fixed, meetings of the Board shall be held at the principal office of the Corporation. Any one or more members of the Board of Directors may participate in meetings by means of a conference telephone or similar communications equipment

No notice need be given of annual or regular meetings of the Board of Directors. Notice of each special meeting of the Board shall be given to each director either by mail not later than noon, Delaware time, on the third day prior to the meeting or by telegram, written message or orally not later than noon, Delaware time, on the day prior to the meeting. Notices are deemed to have been properly given if given: by mail, when deposited in the United States mail; by telegram at the time of filing; or by messenger at the time of delivery. Notices by mail, telegram or messenger shall be sent to each director at the address designated by him for that purpose, or, if none has been so designated, at his last known residence or business address.

Notice of a meeting of the Board of Directors need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to any director.

A notice, or waiver of notice, need not specify the purpose of any meeting of the Board of Directors.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting to another time or place shall be given, in the manner described above, to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

6. Resignations

Any director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

7. Removal of Directors

Any one or more of the directors may be removed for cause by action of the Board of Directors. Any or all of the directors may be removed with or without cause by vote of the shareholders.

8. Newly Created Directorships and Vacancies

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason except the removal of directors by shareholders may be filled by vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring as a result of the removal of directors by shareholders shall be filled by the shareholder. A director elected to fill a vacancy shall be elected to hold office for the unexpired term of his predecessor.

9. Executive and Other Committees of Directors

The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other committees each consisting of three or more directors and each of which, to the extent provided in the resolution, shall have all the authority of the Board, except that no such committee shall have authority as to the following matters: (a) the submission to shareholders of any action that needs shareholders' approval; (b) the filling of vacancies in the Board or in any committee; (c) the fixing of compensation of the directors for serving on the Board or on any committee; (d) the amendment or repeal of the bylaws, or the adoption of new bylaws; (e) the amendment or repeal of any resolution of the Board which, by its term, shall not be so amendable or repealable; or (f) the removal or indemnification of directors.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless a greater proportion is required by the resolution designating a committee, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members present at a meeting at the time of such vote, if a quorum is then present, shall be the act of such committee.

Each such committee shall serve at the pleasure of the Board of Directors.

10. Compensation in a Transation

The Board of Directors shall have authority to fix the compensation of directors for services in any capacity.

11. Interest of Directors in a Transaction

Unless shown to be unfair and unreasonable as to the Corporation, no contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any other corporation, firm, association or other entity in which one or more of the directors are directors or officers, or are financially interested, shall be either void or voidable, irrespective of whether such interested director or directors are present at a meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction and irrespective of whether his or their votes are counted for such purpose. In the absence of fraud any such contract and transaction conclusively may be authorized or approved as fair and reasonable by: (a) the Board of Directors or a duly empowered committee thereof, by a vote sufficient for such purpose without counting the vote or votes of such interested director or directors (although such interested director or directors may be counted in determining the presence of a quorum at the meeting which authorizes such contract or transaction), if the fact of such common directorship, officership or financial interest is disclosed or known to the Board or committee, as the case may be; or (b) the shareholders entitled to vote for the election of directors, if such common directorship, officership or financial interest is disclosed or known to such shareholders.

Notwithstanding the foregoing, no loan, except advances in connection with indemnification, shall be made by the Corporation to any director unless it is authorized by vote of the shareholders without counting any shares of the director who would be the borrower or unless the director who would be the borrower is the sole shareholder of the Corporation.

ARTICLE III

OFFICERS

1. Election of Officers

The Board of Directors, as soon as may be practicable after the annual election of directors, shall elect a President, a Secretary, and a Treasurer, and from time to time may elect or appoint such other officers as it may determine. Any two or more offices may be held by the same person, except that the same person may not hold the offices of President and Secretary unless the person is the sole shareholder of the Corporation and holding of said offices of President and Secretary by such person is permitted under applicable law. The Board of Directors may also elect one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers.

2. Other Officers

The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

3. Compensation

The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

4. Term of Office and Removal

Each officer shall hold office for the term for which he is elected or appointed, and until his successor has been elected or appointed and qualified. Unless otherwise provided in the resolution of the Board of Directors electing or appointing an officer, his term of office shall extend to and expire at the meeting of the Board following the next annual meeting of shareholders. Any officer may be removed by the Board with or without cause, at any time. Removal of an officer without cause shall be without prejudice to his contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

5. President

The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall also preside at all meetings of the shareholders and the Board of Directors.

The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

6. Vice Presidents

The Vice Presidents, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election, during the absence or disability of or refusal to act by the President, shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors shall prescribe.

7. Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the Secretary's signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order designated by the Board of Directors, or in the absence of such designation then in the order of their election, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

8. Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities; shall keep Ml and accurate accounts of receipts and disbursements in books belonging to the Corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer, and for the restoration to the Corporation, in the case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order designated by the Board of Directors, or in the absence of such designation, then in the order of their election, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

9. Books and Records

The Corporation shall keep: (a) correct and complete books and records of account; (b) minutes of the proceedings of the shareholders, Board of Directors and any committees of directors; and a current list of the directors and officers and their residence addresses. The Corporation shall also keep at its office in the State of Delaware or at the office of its transfer agent or registrar in the State of Delaware, if any, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof.

The Board of Directors may determine whether and to what extent and at what times and places and under what conditions and regulations any accounts, books, records or other documents of the Corporation shall be open to inspection, and no creditor, security holder or other person shall have any right to inspect any accounts, books, records or other documents of the Corporation except as conferred by statute or as so authorized by the Board.

10. Checks, Notes, etc.

All checks and drafts on, and withdrawals from the Corporation's accounts with banks or other financial institutions, and all bills of exchange, notes and other instruments for the payment of money, drawn, made, endorsed, or accepted by the Corporation, shall be signed on its behalf by the person or persons thereunto authorized by, or pursuant to resolution of, the Board of Directors.

ARTICLE IV

CERTIFICATES AND TRANSFERS OF SHARES

1. Forms of Share Certificates

The share of the Corporation shall be represented by certificates, in such forms as the Board of Directors may prescribe, signed by the President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. The shares may be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

Each certificate representing shares issued by the Corporation shall set forth upon the face or back of the certificate, or shall state that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences and limitations of the shares of each class of shares, if more than one, authorized to be issued and the designation, relative rights, preferences and limitations of each series of any class of preferred shares authorized to be issued so far as the same have been fixed, and the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of other series.

Each certificate representing shares shall state upon the face thereof: (a) that the Corporation is formed under the laws of the State of Delaware; (b) the name of the person or persons to whom issued; and the number and class of shares, and the designation of the series, if any, which such certificate represents.

2. Transfers of Shares

Shares of the Corporation shall be transferable on the record of shareholders upon presentment to the Corporation of a transfer agent of a certificate or certificates representing the shares requested to be transferred, with proper endorsement on the certificate or on a separate accompanying document, together with such evidence of the payment of transfer taxes and compliance with other provisions of law as the Corporation or its transfer agent may require.

3. Lost, Stolen or Destroyed Share Certificated

No certificate for shares of the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken, except, if and to the extent required by the Board of Directors upon: (a) production of evidence of loss, destruction or wrongful taking; (b) delivery of a bond indemnifying the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, destruction or wrongful taking of the replaced certificate or the issuance of the new certificate; © payment of the expenses of the Corporation and its agents incurred in connection with the issuance of the new certificate; and (d) compliance with other such reasonable requirements as may be imposed.

ARTICLE V

OTHER MATTERS

1. Corporate Seal

The Board of Directors may adopt a corporate seal, alter such seal at pleasure, and authorize it to be used by causing it or a facsimile to be affixed or impressed or reproduced in any other manner.

2. Fiscal Year

The fiscal year of the Corporation shall be the twelve months ending December 31 st, or such other period as may be fixed by the Board of Directors.

3. Amendments

Bylaws of the Corporation may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of any directors. Bylaws may also be adopted, amended or repealed by the Board of Directors, but any bylaws adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon as herein above provided.

If any bylaw regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the bylaw so adopted, amended or repealed, together with a concise statement of the changes made.

EX1A-6 MAT CTRCT 4 ex6-4.htm

PLACEMENT AGENT AND ADVISORY SERVICES AGREEMENT

This Placement Agent and Advisory Services Agreement (this "Agreement") is made as of July 16, 2016 (the "Effective Date"), by and between BioSculpture Technology, Inc.a Florida company (together with its subsidiaries, the "Company"), and Monarch Bay Securities, LLC, a California limited liability company ("MBS"). MBS and the Company agree as follows:

1. **Engagement of MBS:** The Company hereby engages MBS, and MBS hereby accepts such engagement, to act as:

(a) the Company's placement agent, on an exclusive basis for 90 days from the date of execution of this Agreement and non-exclusive thereafter, with respect to finding investors (the"Investors") for the Company's Mezzanine Bridge Note of 2014 in a transaction or transactions exempt from registration under the Securities Act of 1933, as amended, and in compliance with the applicable laws and regulations of any jurisdiction in which securities are sold under this Agreement (each, a "Financing").

The Company acknowledges and agrees that MBS's obligations hereunder are on a reasonable best efforts basis only and that the execution of this Agreement does not constitute a commitment by MBS to purchase any securities and does not ensure the successful placement of any securities or any portion thereof or the success of MBS with respect to securing any other Financing on behalf of the Company. MBS will act solely as a broker with respect to identifying and negotiating with potential investors in a Financing. MBS will not act as an underwriter in any Financing.

2. **MBS's Compensation:** The Company hereby agrees to pay MBS fees in such amount and upon such terms and conditions contained herein upon the successful completion of a Financing as follows:

Cash Retainer. Waived.

Success Fees. The Company will pay MBS a Success Fee, as described below, when the Company closes on a Financing during the Term (as hereinafter defined) of this Agreement or during a two-year period thereafter.

Computation and Payment of Success Fees.

(i) *Financings.* For each Financing, the Success Fee will be a cash fee equal to 8% of gross proceeds for financing raised for the Company's Mezzanine Bridge Note (including, without limitation, upon exercise of any warrants issued in the Financing).

The cash portion of the Success Fee will be due and payable upon the closing of each Financing and will be payable directly to MBS from the escrow established for such closing or in such other manner as may be acceptable to MBS. Immediately prior to closing of a Financing, the Company will sign a payment authorization letter, in a form to be prepared at the sole discretion of MBS, irrevocably instructing the Financing source or Escrow Agent to deduct the Success Fees due to MBS from the Financing and remit those Success Fees directly to MBS.

3. Certain Matters Relating to MBS's Duties:

(a) MBS shall perform its duties under this Agreement in a manner consistent with the instructions of the Company. Such performance shall include the delivery of information to potential interested parties, conducting due diligence, and leading discussions with potential Investors.

(b) MBS shall not engage in any form of general solicitation or advertising in performing its duties under this Agreement. This prohibition includes, but is not limited to, any mass mailing, any advertisement, article or notice published in any magazine, newspaper or newsletter and any seminar or meeting where the attendees have been invited by any mass mailing, general solicitation or advertising.

(c) MBS is and will hereafter act as an independent contractor and not as an employee of the Company and nothing in this Agreement shall be interpreted or construed to create any employment, partnership, j oint venture, or other relationship between MB S and the Company. MBS will not hold itself out as having, and will not state to any person that MBS has, any relationship with the Company other than as an independent contractor. MBS shall have no right or power to find or create any liability or obligation for or in the name of the Company or to sign any documents on behalf of the Company.

4. Certain Matters Relating to Company's Duties:

(a) The Company shall promptly provide MBS with all relevant information about the Company (to the extent available to the Company in the case of parties other than the Company) that shall be reasonably requested or required by MBS, which information shall be complete and accurate in all material respects at the time furnished.

(b) The Company recognizes that in order for MBS to perform properly its obligations in a professional manner, it is necessary that MBS be informed of and, to the extent practicable, participate in meetings and discussions between the Company and any third party, including, without limitation, any prospective purchaser of the Company's securities, relating to the matters covered by the terms of MBS's engagement.

(c) The Company agrees that any report or opinion, oral or written, delivered to it by MBS is prepared solely for its confidential use and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any other person without MBS's prior written consent, except as may be required by applicable law or regulation.

(d) The Company represents and warrants that: (i) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) this Agreement has been duly authorized and executed by and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of the Company's certificate of incorporation or by-laws. Further, this Agreement and the transactions contemplated herein shall not conflict with or result in the breach of any agreement to which the Company is a party at the time the transactions contemplated herein are consummated.

5. **Term; Termination of Agreement.** The initial term of this Agreement shall be from the Effective Date through the first anniversary thereof (the "Initial Term"). After the Initial Term, the term of this Agreement will automatically be extended for an additional successive one-year periods unless either party provides written notice to the other party of its intent not to so extend the term at least 30 days before the expiration of the then current term. Either party may terminate this Agreement prior to its expiration by notifying the other party in writing upon a material breach by that other party, unless such breach is curable and is in fact cured within fifteen (15) days after such notice. Notwithstanding the foregoing, all provisions of this Agreement (including Exhibit A hereto) other than Sections 1, 3 and 4 (a) and (b) shall survive the termination or expiration of this Agreement. MBS shall be entitled to compensation under Section 2 (and payment for expenses under Section 12) based on the completion of a Financing prior to the termination or expiration of this Agreement or during the period two years following termination so long as any Investors , as the case may be, (or any affiliate of any such person or entity) were introduced by MBS to the Company. MBS will provide to the Company within ten business days after the expiration or termination of this Agreement a list of all persons or entities introduced by MBS to the Company pursuant to this Agreement (the "Introduction List"). Within five business day following the delivery of the Introduction List to the Company, the Company will provide MBS with written notice of any objections to the inclusion of any person or entity in the Introduction List and state the basis for each objection in reasonable detail. The inclusion of a person or entity in the Introduction List shall be deemed conclusive in making a later determination as to whether a Success Fee is payable hereunder, unless the Company shall have made a timely and proper objection. The parties will cooperate to resolve the status of any person or entity as to which the Company shall have made a timely and proper objection.

Except as otherwise specifically provided for herein, the Company shall have no liability to MBS should the Company terminate this Agreement prior to the completion of a Financing.

6. **Indemnification.** The indemnification provisions set forth in Exhibit A hereto are incorporated by reference and are a part of this Agreement.

7. **Notices.** Any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by fax during the normal business hours of the party receiving such notice.

so long a copy of that notice is also send by certified mail, return receipt requested at the time it is transmitted by fax, five business days after being mailed by certified mail, return receipt requested or one business day after being sent by a nationally recognized overnight delivery service, charges and postage prepaid, properly addressed to the party to receive such notice, at the following address or fax number for such party (or at such other address or fax number as shall hereafter be specified by such party by like notice):

(a) If to the Company, to:

Robert Cucin, M.D., J.D., M.B.A.
Chief Executive
Officer BioSculpture Technology, Inc.
1701 South Flagler Drive, Suite 607
West Palm Beach, Florida 33401
Telephone Number: (212) 977-5400
Fax Number: (561) 651-7808
E-mail: ceo@biosculpturetechnology.com

(b) If to MBS, to:

Keith Moore, Principal
Monarch Bay Securities, LLC
898 N. Sepulveda, Suite 475
El Segundo, CA 90245
Telephone Number: (424) 220-6600
Fax Number: (310) 536-0511
E-mail: keith@mbsecurities.com

8. **Company to Control Transactions.** The terms and conditions under which the Company would enter into a Financing shall be at the sole discretion of the Company. Nothing in this Agreement shall obligate the Company to actually consummate a Financing. The Company may terminate any negotiations or discussions at any time and reserves the right not to proceed with a Financing.

9. **Confidentiality of Company Information.** MBS, and its officers, directors, employees and agents shall maintain in strict confidence and not copy, disclose or transfer to any other party (1) all confidential business and financial information regarding the Company and its affiliates, including without limitation, projections, business plans, marketing plans, product development plans, pricing, costs, customer, vendor and supplier lists and identification, channels of distribution, and terms of identification of proposed or actual contracts and (2) all confidential technology of the Company. In furtherance of the foregoing, MBS agrees that it shall not transfer, transmit, distribute, download or communicate, in any electronic, digitized or other form or media, any of the confidential technology of the Company. The foregoing is not intended to preclude MBS from utilizing, subject to the terms and conditions of this Agreement, the Financing or Offering Memorandum and/or other documents prepared or approved by the Company. Further, the Company must approve the Financing or Offering.

Memorandum, being prepared by MBS, before it is mailed to prospective Investors.

All communications regarding any possible transactions, requests for due diligence or other information, requests for facility tours, product demonstrations or management meetings, will be submitted or directed to the Company, and MBS shall not contact any employees, customers, suppliers or contractors of the Company or its affiliates without express permission. Nothing in this Agreement shall constitute a grant of authority to MBS or any representatives thereof to remove, examine or copy any particular document or types of information regarding the Company, and the Company shall retain control over the particular documents or items to be provided, examined or copied. If a Financing is not consummated, or if at any time the Company so requests, MBS and its representatives will return to the Company all copies of information regarding the Company in their possession.

The provisions of this Section shall survive any termination of this Agreement.

10. **Press Releases, Etc.** The Company shall control all press releases or announcements to the public, the media or the industry regarding any Financing or business relationship involving the Company or its affiliates. Except for communication to Investors in furtherance of this Agreement, MBS will not disclose the fact that discussions or negotiations are taking place concerning a possible Financing involving the Company, or the status or terms and conditions thereof.

11. **Due Diligence:** Neither the Company, nor any of its directors, officers or stockholders, should, in any way rely on MBS to perform any due diligence with respect to the Company. It is expressly understood and agreed that the Investors will conduct their own due diligence on the Company and the opportunity.

12. **Expenses, Etc.** The Company will reimburse MBS for all pre-approved (in writing) travel and other expenses. Such expenses shall be reimbursed within thirty (30) days of submission of MBS's invoice with appropriate support to the Company. The Company will pay all other costs and expenses incident to the issuance, offer, sale and delivery of each Financing, including but are not limited to state "Blue Sky" fees, legal fees, printing costs, travel costs, mailing, couriers, and personal background checks.

13. **Compliance with Laws.** MBS represents and warrants that it shall conduct itself in compliance with applicable federal and state laws. MBS represents that it is not a party to any other Agreement, which would conflict with or interfere with the terms and conditions of this Agreement.

14. **Assignment Permissable.** MBS reserves the right to assign a portion of this Agreement to one or more sub-agents with respect to any Financing, subject to the prior written consent of the Company. Any approved sub-agent shall be paid a portion of Success Fees as may be determined by MB S. The Company does acknowledge that MB S may pay other consultants or agents in connection with the Financing.

15. **Amendments.** Neither party may amend this Agreement or rescind any of its existing provisions without the prior written consent of the other party.

16. **Governing Law; Dispute Resolution.** This Agreement shall be deemed to have been made in the State of California and shall be construed, and the rights and liabilities determined, in accordance with the law of the State of California, without regard to the conflicts of laws rules of such jurisdiction. Any controversy or claim relating to or arising from this Agreement (an "Arbitrable Dispute") shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services (the "JAMS") as such rules may be modified herein or as otherwise agreed by the parties in controversy. The forum for arbitration shall be Orange County, California. Following thirty (30) days' notice by any party of intention to invoke arbitration, any Arbitrable Dispute arising under this Agreement and not mutually resolved within such thirty (30) day period shall be determined by a single arbitrator upon which the parties agree.

17. **Waiver.** Neither MBS's nor the Company's failure to insist at any time upon strict compliance with this Agreement or any of its terms nor any continued course of such conduct on their part shall constitute or be considered a waiver by MBS or the Company of any of their respective rights or privileges under this Agreement.

18. **Severability.** If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any sovereign government or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with such law, rule or regulation. In all other respects, this Agreement shall continue to remain in full force and effect.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. Each of the parties hereto shall sign a sufficient number of counterparts so that each party will receive a fully executed original of this Agreement.

20. **Entire Agreement.** This Agreement (together with Exhibit A hereto) constitutes the entire agreement between the Company and MBS. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein and shall be of no further force or effect.

[INTENTIONALLY LEFT BLANK]

Monarch Bay Securities, LLC (the "MBS")

By: */s/ Keith Moore*
Name: Keith Moore
Title: Principal

BioSculpture Technology, Inc. (the "Company")

By: */s/ Robert Cucin, M.D., J.D., M.B.A.*
Name: Robert Cucin, M.D., J.D., M.B.A.
Title Chief Executive Officer

EXHIBIT A
Indemnification

The Company agrees that it shall indemnify and hold harmless, MBS, its members, managers, officers, employees, agents, affiliates and controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934 and Section 15 of the Securities Act of 1933, each as amended (any and all of whom are referred to as an "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, or expenses, and all actions in respect thereof (including, but not limited to, all legal or other expenses reasonably incurred by an Indemnified Party in connection with the investigation, preparation, defense or settlement of any claim, action or proceeding, whether or not resulting in any liability), incurred by an Indemnified Party with respect to, caused by, or otherwise arising out of any transaction contemplated by this Agreement or MBS's performing the services contemplated hereunder; provided, however, the Company will not be liable to the extent, and only to the extent, that any loss, claim, damage, liability or expense is finally judicially determined to have resulted primarily from MBS's gross negligence or bad faith in performing such services.

If the indemnification provided for herein is conclusively determined (by an entry of final judgment by a court of competent jurisdiction and the expiration of the time or denial of the right to appeal) to be unavailable or insufficient to hold any Indemnified Party harmless in respect to any losses, claims, damages, liabilities or expenses referred to herein, then the Company shall contribute to the amounts paid or payable by such Indemnified Party in such proportion as is appropriate and equitable under all circumstances taking into account the relative benefits received by the Company on the one hand and MBS on the other, from the transaction or proposed transaction under the Agreement or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and MBS on the other, but also the relative fault of the Company and MBS; provided, however, in no event shall the aggregate contribution of MBS and/or any Indemnified Party be in excess of the net compensation actually received by MBS and/or such Indemnified Party pursuant to this Agreement.

The Company shall not settle or compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit or proceeding in which any Indemnified Party is or could be a party and as to which indemnification or contribution could have been sought by such Indemnified Party hereunder (whether or not such Indemnified Party is a party thereto), unless such consent or termination includes an express unconditional release of such Indemnified Party, reasonably satisfactory in form and substance to such Indemnified Party, from all losses, claims, damages, liabilities or expenses arising out of such action, claim, suit or proceeding.

In the event any Indemnified Party shall incur any expenses covered by this Exhibit A, the Company shall reimburse the Indemnified Party for such covered expenses within ten (10) business days of the Indemnified Party's delivery to the Company of an invoice therefor, with receipts attached. Such obligation of the Company to so advance funds may be conditioned upon the Company's receipt of a written undertaking from the Indemnified Party to repay such amounts within ten (10) business days after a final, non-appealable judicial determination that such Indemnified Party was not entitled to indemnification hereunder.

The foregoing indemnification and contribution provisions are not in lieu of, but in addition to, any rights which any Indemnified Party may have at common law hereunder or otherwise, and shall remain in full force and effect following the expiration or termination of MBS's engagement and shall be binding on any successors or assigns of the Company and successors or assigns to all or substantially all of the Company's business or assets.

EX1A-6 MAT CTRCT 3 ex6-3.htm

EMPLOYMENT AGREEMENT

This Agreement made and entered as of this 27th day of July 2016, by and between BioSculpture Technology, Inc. ("Employer"), and Robert L. Cucin, M.D. ("Employee"). This agreement and its terms shall supersede the prior agreement which shall remain in effect until July 27, 2019. The term and terms of this agreement shall commence upon September 27, 2016 so that its initial three year term will be measured from that date. The parties recite that:

A. Employer is engaged in Medical Device Manufacturing and Sales and maintains business premises at 1701 South Flagler Drive, #607, West Palm Beach, Florida 33401.

B. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

1. AGREEMENT TO EMPLOY AND BE EMPLOYED Employer hereby employs Employee as President, Chief Executive Officer, Chief Operating Officer and Chief Science Officer at the above-mentioned premises, and Employee hereby accepts and agrees to such employment.

2. DESCRIPTION OF EMPLOYEE'S DUTIES: Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be agreed upon from time to time by Employer.

3. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES: Employee shall at all times faithfully, industriously, and to the best of his ability, experience, perform all duties that may be required of and from him pursuant to the terms hereof. Such duties shall be rendered at the abovementioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable.

4. TERM OF EMPLOYMENT: The "Term" of this agreement shall be three (3) years and be renewed automatically at expiration for additional two (2) year terms unless either party notifies the other in writing ninety (90) days prior to such expiration of its intention not to renew.

5. COMPENSATION; REIMBURSEMENT: Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services hereunder, compensation at the rate of two hundred thousand dollars ($200,000.00 USD) per annum, payable weekly. In addition to the foregoing, Employer will reimburse Employee for any and all necessary, customary, and usual expenses and travel expenses incurred by him in furtherance and performance of his duties on behalf of the Employer.

6. PARKING ALLOWANCE: Employer shall give Employee a $10,000/year car allowance, payable in monthly installments.

7. PERFORMANCE BONUS Employer shall pay Employee a Performance Bonus calculated as 1% of the Net Operating Profits of the Corporation (after all interest charges and accounts payable have been made current) of the prior calendar year, on the last day of the year.

8. MEDICAL LIABILITY INSURANCE AND TRADE DUES: Employer shall pay Employee's medical malpractice liability insurance and American Society of Plastic Surgery ("ASPS") yearly membership dues.

9. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE: Not withstanding anything in this agreement to the contrary, Employer is hereby given the option to terminate this agreement in the event that during the term hereof Employee shall become permanently disabled, as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by Employer giving notice to Employee by registered mail, addressed to him in care of Employer at the above stated address, or at such other address as Employee shall designate in writing, of its intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice this agreement and the term hereof shall cease and come to an end on the last day of the month in which the notice is mailed, with the same force and effect as if such last day of the month were the date originally set forth as the termination date. For purposes of this agreement, Employee shall be deemed to have become permanently disabled if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control, he shall have been continuously unable or unwilling or have failed to perform his duties hereunder for one hundred twenty (120) consecutive days, or if, during any year of the term hereof, he shall have been unable or unwilling or have failed to perform his duties for a total period of one hundred twenty (120) days, whether consecutive or not. For the purposes hereof, the term "any year of the term hereof" is defined to mean any period of 12 calendar months commencing on the first day of January and terminating on the last day of December of the following year during the term hereof.

10. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT: Anything herein contained to the contrary notwithstanding, in the event that Employer shall discontinue operations, then this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

11. TERMINATION OF EMPLOYMENT AND SEVERANCE BENEFITS:

    (a) Upon voluntary resignation by employee, expiration or non-renewal of this Employment Contract or any subsequent renewal thereof, or disability of employee, Employee shall receive a severance package consisting of a minimum of six (6) months salary and benefits at the highest maximal amount authorized under this Employment Contract or any renewal thereof at the time of such severance.

(b) In the Employee should cease to be employed by Employer for any other reason other those explicitly cited in §11(a), Employer agrees to pay Employee the highest maximal amount of two (2) years salary and benefits authorized under this Employment Contract or any subsequent renewal thereof at the time of such severance.

(c) Any outstanding debt payable to Employee at the time he should cease to be employed by Employer for any reason under either §11(a) or §11(b), will then be immediately due and payable as will any unreimbursed expenses, accrued bonuses or other benefits at the time of such severance.

12. CONTRACT TERMS TO BE EXCLUSIVE: This written agreement contains the sole and entire agreement between the parties, and supersedes and terminates any prior agreements provided however that any compensation, expense reimbursement, indemnification, or any other rights and obligations that have accrued or became payable prior to this agreement shall remain in full force and effect. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

13. INDEMNIFICATION: Employer shall defend and indemnify Employee if he be named as a party to any action for events and actions arising in the course of the performance of his duties for Employer. Employer shall maintain suitable Executive and Officer Liability Insurance of at least $1,000,000 in coverage in effect at all times.

14. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING: No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties hereto. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

15. RENEWAL: This contract shall be automatically renewed for an additional three (3) year period and any subsequent three year period upon the day of expiration unless Notice is delivered in writing to either of the Parties to the other Party of intent not to renew within thirty (30) days of that expiration.

16. CONTRACT GOVERNED BY LAW: This agreement and performance hereunder shall be construed in accordance with the law of the State of Florida applicable to contracts negotiated, executed and to be performed in that state without regard to the Choice or Conflicts of Law principles of that state and both parties shall be subject to the jurisdiction of its Courts.

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17. BINDING EFFECT OF AGREEMENT: This agreement shall be binding on and inure to the benefit of their respective parties and their respective heirs, legal representatives, successors, and assigns.

18. SURVIVAL OF EXISTING OBLIGATIONS: This agreement shall supercede and replace the employment agreement entered into by the parties on June 1, 2001 or any renewal thereof. The prior agreement and its renewals will be extinguished at the execution of this one but any accrued and existing obligations owed Employee by Employer under those prior agreements will survive.

BIOSCULPTURE TECHNOLOGY INC.

By: */s/ Robert L. Cucin, M.D.*
Robert L. Cucin, M.D.
President

/s/ Robert L. Cucin, M.D., Employee
Robert L. Cucin, M.D.
Individually

WITNESS:

/s/ Julia Cucin
Julia Cucin
Secretary

July 27, 2016
Date

EX1A-6 MAT CTRCT 5 ex6-5.htm

LICENSE AGREEMENT BETWEEN BIOSCULPTURE TECHNOLOGY, INC. AND ROCIN LABORATORIES, INC. AND ROBERT L. CUCIN, M.D.

This Agreement made and entered into this 2nd day of June, 2001 by and between Robert L. Cucin M.D., an individual residing in New York, Rocin Laboratories, Inc., a corporation organized and existing under the laws of the State of New York (both parties collectively being known as "Licensors") and BioSculpture Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (said corporation hereinafter "Licensee")

WHEREAS, Licensors are the exclusive owner of all right, title, and interest in and to issued **U.S. Patent Nos. 5,112,302**, **5,348,535, 5,643,198, 5,795,323**, and the following **pending U.S. Patent Applications 08/976,073** (**allowed**) and **09/507,266, Canadian Patent Application 2132395, and European Patent Organization Application 94306845.2** and any reissues thereof (hereinafter "Licensed Patents"),

WHEREAS, Licensors have filed Intention to Use Applications with the U.S. Patent and Trademark Office, for use of **Airbrush (78/062269), Airbrush Liposculpture (78/063354)**, **Liposculptor (78/064272)**, and **Airbrush Biosculpture (78/063350),** (hereinafter "Licensed Trademarks") in connection with medical/surgical instruments, tissue aspiration and aspirators,

WHEREAS, Licensee is desirous of obtaining a license to make, have made, use and sell a Devices covered by claims of the Licensed Patents and employing those trademarks,

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, and provisions herein contained, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms will have the following meanings:

1.01 "License Year" shall mean the twelve (12) month period commencing on the first day of the month in which Licensee makes the first sale of a Licensed Product, and each successive twelve (12) month period thereafter.

1.02 "Licensed Product" shall mean a product made, sold or used for liposuction and covered by one (1) or more valid claims of the Licensed Patent.

1.03 "License Fee" shall mean the sum of two hundred fifty thousand dollars ($250,000).

1.04 "Calendar Quarter" shall mean any of the four (4) successive three (3) month periods within a License Year.

1.05 "Term" shall mean the period beginning on the effective date of this Agreement and ending on the date this Agreement terminates, as provided in paragraph four.

1.06 "Territory" shall mean the United States of America and its territories and possessions, Canada, England, France, Germany, Italy, Sweden, Switzerland.

1.07 "Royalty Rate" shall mean six percent (6%).

1.08 "Affiliate" shall mean a corporation, company or other entity which is substantially controlled, directly or indirectly, through stock ownership or otherwise (such as partnerships or management contracts), by Licensee or which is directly or indirectly under common control with Licensee, including control derived by means other than ownership of a majority of the voting securities or voting rights.

1.09 "Customer" shall mean any person or entity purchasing or leasing a Royalty Bearing Product, directly or indirectly, from Licensee that is not a Subsidiary or Affiliate of Licensee.

1.10 "Net Sales Value" shall mean, in the case of sales by the Licensee to third parties at arm's length for monetary consideration, the Licensee's gross invoice price to the Customer, less allowances for returns and uncorrectable accounts and less (to the extent separately stated on or calculable from the invoices or other written agreements): (a) cash, trade, or volume discounts or commissions paid to third parties, (b) shipping, customs and insurance charges, and (c) sales, use, value added, withholding and similar taxes.

1.10.1 The "Net Sales Value" shall be calculated based upon all integrated components of the Royalty Bearing Product sold to the Customer, and integratable components, such as cannulas and connectors for use with such Royalty Bearing Product, if any, sold to said Customer (except spare parts for repair purposes).

1.10.2 In the case of a sale of a Royalty Bearing Product which is integrated as part of a system or subsystem made up of a plurality of parts, wherein the Royalty Bearing Product is not separately priced, or a transfer of a Royalty Bearing Product to a Customer which does not deal at arm's length with Licensee, or a transfer by Licensee or Affiliate to a Customer for other than monetary consideration or use of a Royalty Bearing Product (such as for sales demonstration purposes, or for actual business use in the facilities of Licensee or by employees of Licensee), Net Sales Value shall be calculated based upon the price at which Licensee sells comparable quantities of the Royalty Bearing Product at substantially the same time to Customers dealing at arm's length.

1.11.3 Notwithstanding the foregoing, in the case of (i) the transfer of a Royalty Bearing Product to an unaffiliated third party Customer which does not deal at arm's length with Licensee, or (ii) the transfer of a Royalty Bearing Product by Licensee including components supplied by a Customer, or (iii) a transfer of a Royalty Bearing Product by Licensee for other than monetary consideration or to an Affiliate, or (iv) the transfer of a Royalty Bearing Product for consideration in addition to monetary consideration, then the Net Sales Price of the Royalty Bearing Product shall be calculated based upon the price (less normal trade discounts, freight, and credits and allowances for returns) at which that Licensee sells, at arm's length, solely for monetary consideration, comparable quantities of the same or similar complete, finally assembled, fully functional, Royalty Bearing Product in which none of the components are supplied by the Customer and the sale occurs at substantially the same time.

1.11.4 In the event in any instance an additional product or service, such as an external peripheral device or other accessory item (including manuals, documentation, connectors, power supplies, stands, carrying cases and similar items), extended warranties or special services are sold or provided together with the Royalty Bearing Product and are not separately priced, Net Sales Value shall be calculated by including such device, service or items as a component of the Royalty Bearing Product and without any deduction relating to the cost of such device, service or item, as a matter of mutual accounting convenience agreed to by the Parties, unless Licensee can demonstrate that such additional products or services have been sold to at least five different customers at a separate and distinctly priced line item to such customer, in which case a deduction equal to the average selling price of such device in the most recent Calendar Quarter shall be applied.

1.12 "Party" shall mean Licensors or Licensee. "Parties" shall mean Licensors and Licensee collectively.

1.13 "Royalty Bearing Product" shall mean any Licensed Product on which royalty is paid to Licensors under the provision of Article 3 hereof

1.14 "Subsidiary" shall mean a corporation, company or other entity more than fifty (50%) percent of whose outstanding voting securities generally entitled to vote for the election of directors or other managing authority (including voting securities issuable upon conversion of another security which is, or may become, convertible into such voting securities, or voting securities issuable upon the exercise of any warrant, option or similar right) are, now or hereafter, owned or controlled, directly or indirectly, by another corporation, company or other entity, but such first corporation, company or other entity shall be deemed to be a subsidiary only at such time as and for so long as such ownership or control exists.

2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, under the Licensed Patents, an exclusive license to make, have made, use and sell Licensed Product anywhere in the Territory. This license will however be subject to the non-exclusive licensing agreements issued **to Numed Medical, Inc**. on on 3/3/99 and 10/16/00 and to **Byron Medical Inc.** on 9/16/99 referred to as "Prior Agreements.)

3. License Fee and Earned Royalties. For the license of the Licensed Patent, during the term of this Agreement, and subject to the terms and conditions herein, Licensee shall make the following payments to Licensor:

3.01 License Fee. In partial consideration for entry into this Agreement, Licensee shall pay Licensors a one (1) time, non-refundable sum of two hindered fifty thousand ($250,000) dollars as follows:

(a) On the date of execution of this Agreement, Licensee shall pay Licensors the sum of one hundred twenty-five-thousand ($125,000) dollars by wire of federal funds to Licensors's Account #122-0215465006, ABA #021000018, DDA #8900208767 at Dreyfus Family of Funds, New York; and

(b) On January 1, 2002 Licensee shall pay Licensors the sum of one hundred twelve-five thousand ($125,000) dollars by wire of federal funds to Licensors's same account.

(c) If this agreement is executed by both parties but payment of the first half of the License Fee is not made simultaneously with execution of this agreement by Licensee pursuant to Paragraph 3.01(a), Licensee may preserve its option of this exclusive license and postpone its obligation to make payment of that one hundred twenty-five thousand ($125,000) dollars by making monthly payments of fifteen hundred ($1,500) dollars a month instead, at the time of execution of this agreement and on the first of each month thereafter, for a period not to exceed six (6) months, at which time that option shall lapse and this agreement be null and void unless full payment of the one hundred twenty-five thousand ($125,000) dollars has not been made.

3.02 Earned Royalty on Licensed Product. For the license of the Licensed Patent, during the term of this Agreement, and subject to the terms and conditions herein, Licensee shall make, thirty (30) days after the end of each Calendar Quarter during the Term hereof, a royalty payment ("Earned Royalty") to Licensor computed by multiplying: the Royalty Rate; and the Net Sales Value of all Licensed Product made, have made, used or sold by Licensee in the Territory.

4. Term and Termination.

4.01 The initial term of this Agreement shall be one (1) License Year.

4.02 This Agreement will automatically extend for a second License Year, if Earned Royalties for the first License Year meet or exceeding hundred thousand dollars ($100,000), or if Licensee pays the difference between one hundred thousand dollars ($100,000) and the Earned Royalties paid for the first License Year. Payment of the foregoing sum shall be made with payment of the Earned Royalty for the last Calendar Quarter of the first License Year.

4.03 This Agreement will automatically extend for a third License Year if Earned Royalties during the second License Year meet or exceed one hundred fifty thousand dollars ($150,000). If Earned Royalties do not meet or exceed one hundred fifty thousand dollars ($150,000) Licensee may extend the term for an additional year by paying the difference between one hundred fifty thousand dollars ($150,000) and the Earned Royalties for the second License Year. Payment of the foregoing sum shall be made with payment of the Earned Royalty for the last Calendar Quarter of the second License Year.

4.03.1 If Licensee makes a payment of at least one hundred thousand ($100,000) dollars to Licensors, license shall continue for one more year and be automatically be renewed at year end so long as the licensee pays to Licensors fifty thousand ($50,000) or the difference between what Licensor actually paid and one hundred and fifty thousand ($150,000) dollars within that following twelve month period and otherwise complies with the terms of this agreement.

4.04 After the end of the fourth License Year and for each License Year thereafter, this Agreement will automatically extend if the Earned Royalties for that License Year meet or exceed two hundred thousand dollars ($200,000), or if Licensee makes a payment of the difference between two hundred thousand dollars ($200,000) and the Earned Royalties paid during the fourth or any subsequent License Year. Payment of the foregoing sum shall be made with payment of the Earned Royalty for the last Calendar Quarter of the ending License Year.

4.04.01 If Licensee makes a payment of at least one hundred thousand ($100,000) dollars to Licensors, license shall continue for one more year so long and be automatically renewed at years end so long as Licensee shall pay to Licensors one hundred thousand ($100,000) dollars or the difference between what Licensor paid and two hundred thousand ($200,000) dollars within that twelve month period and otherwise complies with the terms of this agreement.

4.04.02 If Licensee fails to bring payments according to the terms of this agreement but makes a payment of at least one hundred fifty thousand ($150,000) dollars during the License Year, the license will be renewed as a non-exclusive license at the end of that year and continue to be automatically renewed as a non-exclusive license so long as payments during the prior year have totaled at least one hundred fifty ($150,000) thousand dollars.

4.05 Licensee shall deliver to Licensors at the time, each Earned Royalty payment due, a statement indicating the sales of Licensed Product made during the Calendar Quarter being reported on, together with the Computation of Gross Sales and Earned Royalties.

4.06 This Agreement shall automatically terminate, if and when all of the claims to invention in the Licensed Patent are declared unpatentable by an administrative body (e.g. United States Patent and Trademark Office), or declared invalid by a court of competent jurisdiction, and Licensor has exhausted all administrative and judicial rights of appeal in the Territory in order to reverse such an adverse ruling against said Licensed Patent.

4.07 If Licensee shall fail to pay Earned Royalties in accordance with the terms of this Agreement or shall otherwise materially breach its obligations under this Agreement, the Licensor shall upon the giving of thirty (30) days notice to the Licensee have the right to terminate if Licensee fails to cure such breach within said (30) days.

4.08 Licensors shall have the right to terminate this Agreement in the event Licensee files a petition in bankruptcy, or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against it and is not dismissed within thirty (30) days or, if it becomes insolvent, or if it makes an assignment for the benefit of its creditors, or if it files a petition or otherwise seeks relief under or pursuant to any federal or state bankruptcy, insolvency, or reorganization statute or proceeding.

4.09 No termination of this Agreement shall relieve the Licensee of its obligation to pay to the Licensors all Earned Royalties accrued up to the time of termination.

4.10 In the event of termination hereunder, Licensee shall have the right for a period of six (6) months to continue to sell Licensed Products which were manufactured prior to the date of termination, provided Licensee did not manufacture excessive quantities of Licensed products, beyond that typically required to meet Licensee's sales for the period proceeding the termination and provided that Licensee pay Earned Royalties on such sales.

4.11 Upon termination of this agreement, the License Grant shall automatically terminate.

5. Records and Reports. Licensee shall prepare and maintain in accordance with generally accepted accounting principles, accurate books of account, and record covering sales of Licensed Products and the computation of Gross Sales and Earned Royalties and adequate for verification of all statements and payments made to Licensor hereunder (all such records collectively hereinafter "Records"). No more than once each year, and upon reasonable notice and at reasonable business hours, at Licensor's sole cost and expense, Licensor's certified public accountant may have access to Licensee's place of business to the Records, to verify the accuracy of the statements issued and Earned Royalty payments made hereunder. Licensee shall keep all Records available for Licensor's inspection for a period of one-year (1) after the License Year to which they relate. If upon inspection of such books and records, Licensor uncovers an error in calculation of Percentage Royalties of greater than ten percent (10%), Licensee shall reimburse Licensor for the reasonable cost of such audit.

6. Accounting. After any termination of this agreement, or any rights or licenses hereunder, including the expiration of the last of the Licensed Patents, as the case may be, the Licensee shall render an accounting for all Royalty Bearing Product sold pursuant to the License Grant from the last such report to the termination date. Such final accounting shall be made within sixty (60) days after such termination date.

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7. Representations and Warranties and Obligations.

    7.01 Licensor represents and warrants to Licensee that Licensor is the sole and exclusive owner of all right, title and interest in and to the Licensed Patent and the inventions covered therein.

    7.02 Licensor represents and warrants to Licensee that Licensor has the full right and authority to enter into this Agreement and to grant the rights granted herein and has not entered into any agreement which would, in any way, conflict with the grant of a nonexclusive license to Licensee in accordance with the terms of this Agreement.

    7.03 Licensor represents and warrants to Licensee that there are no pending challenges to its patent and that to Licensor's knowledge, there are no pending challenges to the validity of Licensed Patent or Licensor's rights therein.

    7.04 During the term hereof, Licensee agrees to pay such Maintenance fees or Annuities as are required to be paid by the United States Patent Office, the Canadian Patent Office, the European Patent Organization or and Patent Offices of any designated European Treaty country to maintain the Licensed Patents in full force and effect. This obligation shall extend to any issued, applied for, or renewed patents which come under the terms of this agreement at a later date pursuant to Paragraph 15.

    7.05 Licensee represents and warrants to Licensor that it has taken all necessary corporate action to insure that the obligations assumed hereunder are the valid and binding obligations of Licensee.

    7.06 During the term hereof, Licensee agrees to pay such Maintenance fees or Annuities, and file such Notices of Use, Extension or Intention to Use as are required tomaintain the Licensed Trademarks in full force and effect.

8. Infringement. In the event Licensor elects not to pursue a third party infringer of the Licensed Patent, Licensor may in its sole and absolute discretion and upon written request of the Licensee, grant Licensee the right to pursue such infringer provided that Licensee shall and hereby does agree to name Licensor as a coparty to the action and indemnify and hold Licensor harmless from any counter claims instituted against Licensor by the third party infringer, and provided that Licensee agree to pay to Licensor 5% of any judgement or awards obtained by Licensee if such award is received after the license has become non-exclusive.

9 Defense In the event the validity of the patent is challenged during the period of exclusive license, Licensee shall have the obligation to defend in that action upon thirty (30) day's notice by Licensors if such challenge is not already known by Licensee. If Licensee does not defend in that action, Licensee's Licensee will immediately become non-exclusive and remain subject to all of the remaining terms of this agreement.

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10. Notices. All reports, notices, requests, including but not limited to requests for approvals, payments and other communications required or permitted by this Agreement to be given to a party, shall be in writing and shall be deemed to be duly given and received, if delivered personally or sent by overnight courier service or if mailed by certified or registered mail return, receipt requested, addressed to the party concerned to the Attention of the President, if to the Licensee, at its address as set forth on page 1 above (or at such other address as a party may specify by notice to the other). Notices may also be sent by facsimile provided that a confirmatory copy is sent by first class mail or courier services.

11. Confidential Information. Licensor and Licensee acknowledge that each may learn confidential information (as hereinafter defined) of the other by virtue of this Agreement. The parties are to hold such in confidence and not to otherwise use such, except as specifically permitted herein. For purposes hereof, Confidential Information shall mean marketing and sales information, customer lists, marketing and sales information and plans, and new product innovations and designs. Notwithstanding anything to the contrary, Confidential Information will not be deemed to include information which (i) at the time of disclosure such information is in the public domain; (ii) after disclosure such information becomes a part of the public domain, by means other than a breach of this agreement; (iii) such information must be disclosed as required by law; (iv) such information is disclosed to a receiving party without restriction by a party who is lawfully in possession of such; (v) such disclosure is required in enforcing a party's rights hereunder. The obligation to maintain information in confidence hereunder shall continue for a period of three (3) years from the date of disclosure. This obligation shall not terminate upon termination of this Agreement.

12. Licensee does hereby indemnify and agree to save and hold Licensor, harmless of and from any and all liability, claims, causes of action, suits, damages and expenses (including reasonable attorneys' fees and expenses), for which they or either of them may become liable or may incur or be compelled to pay, arising from a claim that the Licensed Product is faulty in design and or manufacture, or from the willful acts of negligence of Licensee or its employees or agents. Licensee shall, at no expense to Licensor, name Licensor as an additional insured on its Products Liability Insurance policy and shall deliver to Licensor, a certificate evidencing the insurance coverage and the naming of Licensee as an additional insured.

13. Licensee shall have the right to assign this Agreement to an Affiliate subject to the terms of this Agreement. Licensor shall have the right to assign this Agreement to any assignee of all of its right, title, and interest to the Licensed Patent subject to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

14. Marking. Licensee shall clearly stamp the numbers of the Licensed Patents upon the device and conspicuously state in the accompanying product literature that the art is covered under one or more claims of the Licensed Patent to provide open notice to possible infringers.

15 Annuities, Attorney Fees of Continuing Patent Prosecutions The Licensee shall be responsible for paying the annuities on all Licensed Patents, any reissue fees, and any attorney's fees and charges.

16. Newly Issued Liposuction Patents or New Liposuction Patent Applications The Licensors agree to license to Licensee under the terms of this agreement their ownership rights in any newly issued liposuction patents or liposuction art applied for so long as the Licensee assumes responsibility for all fees, annuities, attorney fees and charges thereof within 30 days notice of such issuance or application.

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17. Know-how: Licensors agree to make freely available to Licensee all engineering drawings, sketches, CAD files, renderings, prototypes, sourcings, models, and forms of their liposuction art, and to provide Licensee with the names, addresses and phone numbers of all engineers responsible for their creation

18. Unenforceability. Any term or provision of this Agreement which is invalid or unenforceable or in conflict with the law of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without affecting the validity of the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. Further, the Parties agree that an arbitrator or a court of competent jurisdiction in a particular jurisdiction may reform a specific term of this Agreement should the applicability of such term or provision be held invalid or unenforceable in that jurisdiction so as to reflect the intended agreement of the Parties hereto solely with respect to the applicability of such provision in said jurisdiction.

19. This Agreement shall be considered as having been entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict rules. The parties themselves and any affiliates of the Licensee agree to be subject to the jurisdiction of its courts.

19. Paragraph Headings. The Paragraph headings of this Agreement are included for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

20. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating thereto, and may not be modified, discharged, or terminated except by a written instrument signed by both Licensee and Licensor.

21. The termination or expiration of this Agreement shall not relieve either party from or discharge, any obligations which accrued prior to such termination or expiration and shall not destroy or diminish the binding force and effect of any of the terms and conditions of this Agreement that expressly or by implication come into or continue in effect on or after termination or expiration.

22. Arbitration. If a dispute arises during the course of this agreement, upon the request of either party, said dispute shall be submitted to the American Arbitration Association with both parties stipulating in advance to act in accordance with its determination and the losing party bearing the costs of that arbitration proceeding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Licensors:

Rocin Laboratories, Inc.

By: */s/ Robert L. Cucin, M.D.*
Robert L. Cucin, M.D.
President
Date: June 2, 2001

/s/ Robert L. Cucin, M.D.
Robert L. Cucin, M.D.
Individually
Date: June 2, 2001

Licensee

BioSculpt Technology, Inc.

By */s/ Robert L. Cucin, M.D.*
Robert L., Cucin, M.D.
President
Date: June 2, 2001

EX1A-6 MAT CTRCT 6 ex6-6.htm

MODIFICATION OF LICENSE AGREEMENT BETWEEN BIOSCULPTURE TECHNOLOGY, INC. AND ROCIN LABORATORIES, INC. AND ROBERT L. CUCIN, M.D.

This Modification of the June 2, 2001 License Agreement is and entered into this 10th day of July, 2009 by and between Robert L. Cucin M.D., an individual residing in New York, Rocin Laboratories, Inc., a corporation organized and existing under the laws of the State of New York (both parties collectively being known as "Licensors") and BioSculpture Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (said corporation hereinafter "Licensee")

WHEREAS, Licensors are the exclusive owner of all right, title, and interest in and to issued **U.S. Patent Nos. 5,112,302, 5,348,535, 5,643,198, 5,795,323, 6,346,107, 6,394,973, 6,761,701, 6,6,652, 522, 6,8,72,199, 7,112,200 B2, 7,381,206 B2, 7,384,417**, and the following **pending U.S. Patent Applications 11/081,885, 11/145,027, 11/552,799, 11/981,206 B2, and European Patent Organization Application 94306845.2** and any reissues thereof (hereinafter "Licensed Patents"),

WHEREAS, Licensors are the exclusive owner of all right, title and interest in and to the allowed U.S. Trademarks **Airbrush (2,915,009), Airbrush Liposculpture (2,972,590),** and **Airbrush & Design (2,978,135),** (hereinafter "Licensed Trademarks") in connection with medical/surgical instruments, tissue aspiration and aspirators,

WHEREAS, Licensee is desirous of obtaining a license to make, have made, use and sell Devices covered by claims of the Licensed Patents and employing Licensed Trademarks,

WHEREAS, Licensee has failed to meet Earned Royalty benchmarks or make payments under the January 1, 2001 Agreement,

WHEREAS, terms of art have been defined the June 2, 2001 License Agreement and are incorporated by reference as so defined unless otherwise modified herein,

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, and provisions herein contained, the parties hereto agree to modify the June 2, 2001 License agreement as follows:

1. License Grant. Subject to the terms and conditions of the June 1, 2001 License Agreement as herein modified, Licensor hereby grants Licensee an exclusive license to make, have made, use and sell Licensed Product anywhere in the Territory. This license will however be subject to the non-exclusive licensing agreement issued **to Byron Medical Inc.** on 9/16/99 referred to as "Prior Agreements."

2. 'Territory. "Territory" shall mean anywhere in the world.

3. Licensed Product. "Licensed Product" shall mean a product made, sold or used for liposuction and covered by one (1) or more valid claims of the Licensed Patents relating to the liposuction field of use.

4. Licensors grant a non-exclusive license to Licensee to use Licensed Trademarks in connection with medical/surgical instruments, tissue aspiration and aspirators for use in liposuction. Licensors represent they will not manufacture, sell, distribute or issue another license of Licensed Trademarks for manufacture, sale, or distribution of medical/surgical instruments, tissue aspiration and/or aspirators for use in liposuction as granted Licensee so long as Licensee is otherwise in compliance with this Modified License Agreement and complies with §6.03 and §6.04 below. Licensor explicitly retains an unrestricted right to use trademarks to indicate the use of such branded instruments in one or more surgical centers and to sell or distribute products manufactured by and purchased from Licensee in those centers to other physicians at demonstrations or seminars.

5. Royalty Rate. The Royalty Rate shall be reduced to zero per cent (0 %) for 2010 and two per cent (2 %) for 2011 and years thereafter. Subject to §6.04, receipt of royalty payments by Licensors is waived in all or in part unless the Licensee is profitable.

6. Term and Termination.

   6.01 Licensee's prior failures to meet Earned Royalty minimums or make payments are forgiven and Licensor's right to receive such previous Earned Royalties and previous minimums is hereby waived.

   6.02 The License Agreement is renewed for an additional two (2) year term as herein modified and shall be renewed for additional one (1) terms annually automatically thereafter so long as Licensee conforms to the terms as herein modified.

   6.03 If Licensee complies with the other terms of the License Agreement as herein modified, Licensee need only pay the yearly maintenance fees, and continued prosecution costs to maintain a non-exclusive License. If Licensee is unable to do so but demonstrates a reasonable plan to make up for missed payments and fulfill this condition in the following year, Licensee will be granted a non-exclusive License for an additional year.

   6.04 If, in addition to complying with §6.03 to retain a non-exclusive License, Licensee meets an Earned Royalty of at least $5,000 or makes a payment of same in the second year of this two year term renewal and every year thereafter the License of Licensed Patents will remain exclusive. If Licensee is unable to do same but demonstrates a reasonable plan to make up for missed payments and fulfill this condition in the following year, Licensee may be granted an exclusive License for an additional year in the sole and absolute discretion of the Licensor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Licensors:

Rocin Laboratories, Inc.

By: */s/ Robert L. Cucin, M.D.*
Robert L. Cucin, M.D.
President

Date: 7/10/09

/s/ Robert L. Cucin, M.D.
Robert L. Cucin, M.D.
Individually

Date: 7/10/09

Licensee

BioSculpt Technology, Inc.

By: */s/ Robert L., Cucin, M.D.*
Robert L., Cucin, M.D.
President

Date: 7/10/09

EX1A-6 MAT CTRCT 6 ex6-6.htm

MODIFICATION OF LICENSE AGREEMENT BETWEEN BIOSCULPTURE TECHNOLOGY, INC. AND ROCIN LABORATORIES, INC. AND ROBERT L. CUCIN, M.D.

This Modification of the June 2, 2001 License Agreement is and entered into this 10th day of July, 2009 by and between Robert L. Cucin M.D., an individual residing in New York, Rocin Laboratories, Inc., a corporation organized and existing under the laws of the State of New York (both parties collectively being known as "Licensors") and BioSculpture Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (said corporation hereinafter "Licensee")

WHEREAS, Licensors are the exclusive owner of all right, title, and interest in and to issued **U.S. Patent Nos. 5,112,302, 5,348,535, 5,643,198, 5,795,323, 6,346,107, 6,394,973, 6,761,701, 6,6,652, 522, 6,8,72,199, 7,112,200 B2, 7,381,206 B2, 7,384,417**, and the following **pending U.S. Patent Applications 11/081,885, 11/145,027, 11/552,799, 11/981,206 B2, and European Patent Organization Application 94306845.2** and any reissues thereof (hereinafter "Licensed Patents"),

WHEREAS, Licensors are the exclusive owner of all right, title and interest in and to the allowed U.S. Trademarks **Airbrush (2,915,009), Airbrush Liposculpture (2,972,590),** and **Airbrush & Design (2,978,135),** (hereinafter "Licensed Trademarks") in connection with medical/surgical instruments, tissue aspiration and aspirators,

WHEREAS, Licensee is desirous of obtaining a license to make, have made, use and sell Devices covered by claims of the Licensed Patents and employing Licensed Trademarks,

WHEREAS, Licensee has failed to meet Earned Royalty benchmarks or make payments under the January 1, 2001 Agreement,

WHEREAS, terms of art have been defined the June 2, 2001 License Agreement and are incorporated by reference as so defined unless otherwise modified herein,

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, and provisions herein contained, the parties hereto agree to modify the June 2, 2001 License agreement as follows:

1. License Grant. Subject to the terms and conditions of the June 1, 2001 License Agreement as herein modified, Licensor hereby grants Licensee an exclusive license to make, have made, use and sell Licensed Product anywhere in the Territory. This license will however be subject to the non-exclusive licensing agreement issued **to Byron Medical Inc.** on 9/16/99 referred to as "Prior Agreements."

2. 'Territory. "Territory" shall mean anywhere in the world.

3. Licensed Product. "Licensed Product" shall mean a product made, sold or used for liposuction and covered by one (1) or more valid claims of the Licensed Patents relating to the liposuction field of use.

4. Licensors grant a non-exclusive license to Licensee to use Licensed Trademarks in connection with medical/surgical instruments, tissue aspiration and aspirators for use in liposuction. Licensors represent they will not manufacture, sell, distribute or issue another license of Licensed Trademarks for manufacture, sale, or distribution of medical/surgical instruments, tissue aspiration and/or aspirators for use in liposuction as granted Licensee so long as Licensee is otherwise in compliance with this Modified License Agreement and complies with §6.03 and §6.04 below. Licensor explicitly retains an unrestricted right to use trademarks to indicate the use of such branded instruments in one or more surgical centers and to sell or distribute products manufactured by and purchased from Licensee in those centers to other physicians at demonstrations or seminars.

5. Royalty Rate. The Royalty Rate shall be reduced to zero per cent (0 %) for 2010 and two per cent (2 %) for 2011 and years thereafter. Subject to §6.04, receipt of royalty payments by Licensors is waived in all or in part unless the Licensee is profitable.

6. Term and Termination.

   6.01 Licensee's prior failures to meet Earned Royalty minimums or make payments are forgiven and Licensor's right to receive such previous Earned Royalties and previous minimums is hereby waived.

   6.02 The License Agreement is renewed for an additional two (2) year term as herein modified and shall be renewed for additional one (1) terms annually automatically thereafter so long as Licensee conforms to the terms as herein modified.

   6.03 If Licensee complies with the other terms of the License Agreement as herein modified, Licensee need only pay the yearly maintenance fees, and continued prosecution costs to maintain a non-exclusive License. If Licensee is unable to do so but demonstrates a reasonable plan to make up for missed payments and fulfill this condition in the following year, Licensee will be granted a non-exclusive License for an additional year.

   6.04 If, in addition to complying with §6.03 to retain a non-exclusive License, Licensee meets an Earned Royalty of at least $5,000 or makes a payment of same in the second year of this two year term renewal and every year thereafter the License of Licensed Patents will remain exclusive. If Licensee is unable to do same but demonstrates a reasonable plan to make up for missed payments and fulfill this condition in the following year, Licensee may be granted an exclusive License for an additional year in the sole and absolute discretion of the Licensor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Licensors:

Rocin Laboratories, Inc.

By: */s/ Robert L. Cucin, M.D.*
Robert L. Cucin, M.D.
President

Date: 7/10/09

/s/ Robert L. Cucin, M.D.
Robert L. Cucin, M.D.
Individually

Date: 7/10/09

Licensee

BioSculpt Technology, Inc.

By: */s/ Robert L., Cucin, M.D.*
Robert L., Cucin, M.D.
President

Date: 7/10/09

EX1A-6 MAT CTRCT 7 ex6-7.htm

SECOND MODIFICATION OF LICENSE AGREEMENT BETWEEN BIOSCULPTURE TECHNOLOGY, INC. AND ROCIN LABORATORIES, INC. AND ROBERT L. CUCIN, M.D.

This Second Modification of the June 2, 2001 License Agreement ("License Agreement") is entered into as of this 10th day of January, 2010 by and among Robert L. Cucin M.D., an individual residing in Florida, Rocin Laboratories, Inc., a corporation organized and existing under the laws of the State of New York (both parties collectively being known as "Licensors") and BioSculpture Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (said corporation hereinafter "Licensee").

WHEREAS, Licensors are the exclusive owners of all right, title, and interest in and to issued **U.S. Patent Nos. 5,112,302**, **5,348,535, 5,643,198, 5,795,323**, **6,346,107**, **6,394,973**, **6,761,701**, **6,6,652, 522**, **6,8,72,199**, **7,112,200 B2, 7,381,206 B2, 7,384,417**, and the following **pending U.S. Patent Applications 11/081,885, 11/145,027, 11/552,799, 11/981,206 B2, 12/462,596, and European Patent Organization Application 94306845.2** and any reissues thereof (hereinafter "Licensed Patents"),

WHEREAS, Licensors are the exclusive owners of all right, title and interest in and to the allowed U.S. Trademarks **Airbrush (2,915,009), Airbrush Liposculpture (2,972,590)**, and **Airbrush & Design**  **(2,978,135),** (hereinafter "Licensed Trademarks") in connection with medical instruments that are tissue emulsifiers and aspirators,

WHEREAS, Licensee is desirous of maintaining a license to make, have made, use and sell Devices covered by claims of the Licensed Patents and employing Licensed Trademarks,

WHEREAS, Licensee has failed to meet Earned Royalty benchmarks or make payments under the January 1, 2001 License Agreement,

WHEREAS, terms of art have been defined the January 1, 2001 License Agreement and are incorporated by reference as so defined unless otherwise modified herein,

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants, and provisions herein contained, the parties hereto agree to modify the June 1, 2001 License Agreement as follows:

1. Patent License Grant. Subject to the other terms and conditions of the License Agreement as herein modified, Licensor amends and restates §1 of that License Agreement and §1 of its July 10, 2009 Modification ("License Modification") to hereby grant Licensee an exclusive license to make, have made, use and sell Licensed Product anywhere in the Territory. This license will however be subject to the non-exclusive licensing agreement between **Byron Medical Inc.** and **Rocin Laboratories, Inc.** of 9/16/99 and any subsequent renewals, assignments or transfers thereof. The non-exclusive license by Licensors to **NuMed Medical Inc.** terminated because of its non-payment and licensee's bankruptcy.

2. Territory. Subject to the other terms and conditions of the License Agreement as herein modified, Licensor amends and restates §1.06 of that License Agreement and §2 of its License Modification so that "Territory" shall mean anywhere in the world.

3. Licensed Product. Subject to the other terms and conditions of the License Agreement as herein modified, Licensor modifies and restates §1.02 of that License Agreement and §3 of its License Modification so that "Licensed Product" shall mean a product made, sold or used for liposuction and covered by one (1) or more valid claims of the Licensed Patents relating to the liposuction field of use, including the removal of visceral fat, and including the sale and use of Multicore connectors for non-medical applications or branded with one of the licensed trademarks under the license granted in §4.

4. Trademark License Grant:

   4.01 Subject to the other terms and conditions of the License Agreement as herein modified, Licensor amends and restates §4 of its License Modification to grant a non-exclusive license to Licensee to use Licensed Trademarks in connection with medical instruments that are tissue emulsifiers and/or aspirators for use in liposuction.

   4.02 Licensors explicitly warrant they will not manufacture or issue another license to manufacture such medical instruments that are tissue emulsifiers and/or aspirators for use in liposuction or visceral fat removal under the Licensed Trademarks as granted Licensee so long as Licensee is otherwise in compliance with the License Agreement, the License Modification and this Second Modification, including §6.03 below.

   4.03 Licensor explicitly retains an unrestricted right to use trademarks to indicate the use of such branded instruments in one or more surgical centers and to sell or distribute products manufactured by and/or purchased from Licensee, in those centers to other physicians or at demonstrations or seminars.

   4.04 Licensee shall provide such instruments for purchase by Licensors at a cost no greater than the lowest discount offered any independent customer, representative or distributor.

5. Royalty Rate. Subject to the other terms of the License Agreement as herein modified, §1.07 of that License Agreement and §5 of its License Modification are herein amended and restated so that the Royalty Rate shall be reduced to zero per cent (0 %) for 2010 and years thereafter. Subject to §6.03, receipt of royalty payments by Licensors is waived.

6. Term and Termination.

   6.01 Licensee's prior failures to meet Earned Royalty minimums or make royalty payments under §3 or 4 of the License Agreement or §5 of its License Modification are forgiven and Licensor's right to receive such previous Earned Royalties and previous minimums is hereby waived.

   6.02 As a modification to Sections 4.02 through 4.05 of the License Agreement and Section 6.02 of the License Modification, the License Agreement is renewed for an additional one (1) year term as herein modified and shall be renewed for additional one (1) year terms annually automatically thereafter so long as Licensee conforms to the terms as herein modified.

6.03 Subject to the other terms of the License Agreement as herein modified, §6.03 and §6.04 of its License Modification are herein amended and restated so that Licensee, to maintain its exclusive License, shall pay all patent and trademark fees and expenses, including fees, charges and other expenses of maintenance, prosecution, applications, renewals, extensions, reexaminations, reissues, interferences, appeals, annuities, trademark oppositions, trademark cancellations and any related application or continued prosecution costs and any attendant legal fees. If Licensee is unable to do so but demonstrates a reasonable plan to make up for missed payments and fulfill this condition in the following year, Licensee will be extended an exclusive License for an additional year. Should Licensee fail to pay all such patent and trademark fees and expenses for two years consecutively, any license renewal will be at the sole and absolute discretion of Licensors.

7. Subject to the other terms of the License Agreement as herein modified, §13 of that Agreement is herein amended and restated so that Licensee has the right to assign this Modified License Agreement to any assignee of all of Licensee's rights, title, and interest to the Licensed Patents and Licensed Trademarks subject to the terms of this Modified Agreement. This Modified Agreement shall be binding upon and inure to the benefit of the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Licensors:

Rocin Laboratories, Inc.

By:*/s/ Robert L. Cucin, M.D.*
Robert L. Cucin, M.D.
President

/s/ Robert L. Cucin, M.D.
Robert L. Cucin, M.D
Individually

Licensee:

BioSculpture Technology, Inc.

By:*/s/ Robert L. Cucin, M.D.*
Robert L., Cucin, M.D.
President

EX1A-6 MAT CTRCT 8 ex6-2.htm

BioSculpture Technology, Inc. – Stock Option Plan

Exhibit A to the
Notice of Grant of Stock Option

BIOSCULPTURE TECHNOLOGY, INC.

2011 STOCK OPTION/STOCK ISSUANCE PLAN

ARTICLE I

GENERAL PROVISIONS

1. PURPOSE

This 2011 Stock Option/Stock Issuance Plan is intended to promote the interests of BioSculpture Technology, Inc. ("BST") by providing eligible individuals who are responsible for the management, growth and financial success of BST or who otherwise render valuable services to BST with the opportunity to acquire a proprietary interest, or increase their proprietary interest, in BST and thereby encourage them to remain in the service of BST.

Capitalized terms used herein shall have the meanings ascribed to such terms in Section 6 of this Article I.

2. STRUCTURE OF THE PLAN

The Plan shall be divided into two separate components: the Option Grant Plan specified in Article II and the Stock Issuance Plan specified in Article III. The provisions of Articles I and IV of the Plan shall apply to both the Option Grant Plan and the Stock Issuance Plan and shall accordingly govern the interests of all individuals in the Plan.

3. ADMINISTRATION OF THE PLAN

(a) The Plan shall be administered by the Board. The Board at any time may appoint a committee and delegate to such committee some or all of the administrative powers allocated to the Board pursuant to the provisions of the Plan. Members of such committee shall serve for such period of time as the Board may determine and shall be subject to removal by the Board at any time. The Board at any time may terminate the functions of such committee and reassume all powers and authority previously delegated to such committee.

(b) The Plan Administrator shall have full power and authority (subject to the provisions of the Plan) to establish such rules and regulations as it may deem appropriate for the proper plan administration and to make such determinations under, and issue such interpretations of, the Plan and any outstanding option grants or share issuances as it may deem necessary or advisable. Decisions of the Plan Administrator shall be final and binding on all parties who have an interest in the Plan or any outstanding option or share issuance.

4. OPTION GRANTS AND SHARE ISSUANCES

(a) The persons eligible to receive option grants pursuant to the Option Grant Plan (each an "Optionee") and/or share issuances under the Stock Issuance Plan (each a "Participant") are limited to the following:

(1) key employees (including officers and directors) of BST (or its Parent or Subsidiary of BST, if any) who render services that contribute to the success and growth of BST (or its Parent or Subsidiary of BST), or that reasonably may be anticipated to contribute to the future success and growth of BST (or its Parent or Subsidiary of BST);

(2) the non-employee members of the Board or the non-employee members of the Board of Directors of any Parent or Subsidiary of BST; and

(3) those consultants or independent contractors who provide valuable services to BST (or its Parent or Subsidiary of BST, if any).

(b) The Plan Administrator shall have full authority to determine: *(i)* with respect to the option grants made under the Plan, which eligible individuals are to receive option grants, the number of shares to be covered by each such grant, the status of the granted option as either an Incentive Option or a Non-Statutory Option, the time or times at which each granted option is to become exercisable and the maximum term for which the option may remain outstanding, and *(ii)* with respect to share issuances under the Stock Issuance Plan, the number of shares to be issued to each Participant, the vesting schedule (if any) to be applicable to the issued shares, and the consideration to be paid by the individual for such shares.

(c) The Plan Administrator shall have the absolute discretion either to grant options in accordance with Article II of the Plan or to effect share issuances in accordance with Article III of the Plan.

5. STOCK SUBJECT TO THE PLAN

(a) The stock issuable under the Plan shall be shares of BST's authorized but unissued or reacquired Common Stock (the "Common Stock"). The maximum number of shares that may be issued over the term of the Plan shall not exceed eight hundred seventy-two thousand six hundred eighty-eight (872,688) shares of Common Stock. The total number of shares issuable under the Plan shall be subject to adjustment from time to time in accordance with the provisions of Section 5(c).

(b) Shares subject to *(i)* the portion of one or more outstanding options that are not exercised or surrendered prior to expiration or termination and *(ii)* outstanding options canceled in accordance with the cancellation-regrant provisions of Section 5 of Article II will be available for subsequent option grants or stock issuances under the Plan. Shares issued under either the Option Grant Plan or the Stock Issuance Plan (whether as vested or unvested shares) that are repurchased by BST shall not be available for subsequent option grants or stock issuances under the Plan.

(c) In the event any change is made to the Common Stock issuable under the Plan by reason of any stock dividend, stock split, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without receipt of consideration, then appropriate adjustments shall be made to *(i)* the aggregate number and/or class of shares issuable under the Plan and *(ii)* the aggregate number and/or class of shares and the option price per share in effect under each outstanding option in order to prevent the dilution or enlargement of benefits thereunder. The adjustments determined by the Plan Administrator shall be final, binding and conclusive.

(d) Common Stock issuable under the Plan, whether under the Option Grant Plan or the Stock Issuance Plan, may be subject to such restrictions on transfer, repurchase rights or other restrictions as may be determined by the Plan Administrator.

(e) It is the intention o BST that, if any of BST's equity securities are registered pursuant to Section 12 (b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), this Plan shall comply in all respects with Rule 16b-3 under the 1934 Act. If any Plan provision is later found not to be in compliance with such Section, the provision shall be deemed null and void, and in all events this Plan shall be construed in favor of it meeting the requirements of Rule 16b-3. Notwithstanding anything in the Plan to the contrary, the Board of Directors, in its absolute discretion, may bifurcate the Plan so as to restrict, limit or condition the use of any provision of the Plan to participants who are officers and directors subject to Section 16(b) of the 1934 Act without so restricting, limiting or conditioning the Plan with respect to other participants.

6. DEFINITIONS

The following definitions shall apply to the respective capitalized terms used herein:

Board means the Board of Directors of BST.

Code means the Internal Revenue Code of 1986, as amended.

Corporation or BST means BioSculpture Technology, Inc. a Delaware corporation.

Corporate Transaction means one or more of the following transactions:

(a) a merger or consolidation in which BST is not the surviving entity, except for a transaction the principal purpose of which is to change the state of incorporation of BST;

(b) any reverse merger in which BST is the surviving entity but in which fifty percent (50%) or more of BST's outstanding voting stock is transferred to holders different from those who held the stock immediately prior to such merger;

(c) the sale, transfer or other disposition of all or substantially all of the assets of BST or

(d) means the acquisition of fifty percent (50%) or more of BST's outstanding voting stock by a person or group of related persons other than BST, a person that directly or indirectly controls, is controlled by or is under common control with BST, or any existing shareholder of BST as of the date of the adoption of the Plan by such shareholders.

Employee means an individual who is in the employ of BST or one or more Parent or Subsidiary Bests. An optionee shall be considered to be an Employee for so long as such individual remains in the employ of BST or one or more Parent or Subsidiary of BST, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

Exercise Date shall be the date on which written notice of the exercise of an outstanding option under the Plan is delivered to BST. Such exercise shall be effected pursuant to a stock purchase agreement incorporating any repurchase rights or first refusal rights retained by BST with respect to the Common Stock purchased under the option.

Fair Market Value of a share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(a) If the Common Stock is at the time neither listed nor admitted to trading on any stock exchange nor traded in the over-the-counter market, or if the Plan Administrator determines that the valuation provisions of subsections (b) and (c) below will not result in a true and accurate valuation of the Common Stock, then the Fair Market Value shall be determined by the Plan Administrator after taking into account such factors as the Plan Administrator shall deem appropriate under the circumstances.

(b) If the Common Stock is not at the time listed or admitted to trading on any stock exchange but is traded in the over-the-counter market, the fair market value for the exercise price shall be fixed at the mean between the highest bid and the lowest asked prices, or if such information is available, the closing selling price per share of Common Stock on the date in question in the over-the-counter market, as such prices are reported by the National Association of Securities Dealers through its NASDAQ National Market System or any successor system. If there are no reported bid and asked prices (or closing selling price) for the Common Stock on the date in question, then highest bid prices (or closing selling price) on the last preceding date for which such quotations exist shall be determinative of Fair Market Value.

(c) If the Common Stock is at the time listed or admitted to trading on any stock exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the stock exchange determined by the Plan Administrator to be the primary market for the Common Stock. If there is no reported sale of Common Stock on such exchange on the date in question, then the Fair Market Value shall be the closing selling price on the exchange on the last preceding date for which such quotation exists.

Incentive Option means an incentive stock option that satisfies the requirements of Section 422 of the Code.

Non-Statutory Option means an option not intended to meet the statutory requirements prescribed for an Incentive Option.

Parent corporation means any corporation (other than BST) in an unbroken chain of corporations ending with BST, provided each such corporation in the unbroken chain (other than BST) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Permanent Disability means the inability of an individual to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expect to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Plan means this 2011 Stock Option/Stock Issuance Plan.

Plan Administrator means the Board or a committee thereof, to the extent such committee is responsible for plan administration in accordance with Article I, Section 3.

Service means the performance of services for BST or one or more Parent or Subsidiary of BST by an individual in the capacity of an Employee, a non-employee member of the Board of Directors or an independent consultant or advisor, unless a different meaning is specified in the option agreement evidencing the option grant, the purchase agreement evidencing the purchased option shares or the issuance agreement evidencing any direct stock issuance. An optionee shall be deemed to remain in Service for so long as such individual renders services to the BST or any Parent or Subsidiary of BST on a periodic basis in the capacity of an Employee, a non-employee member of the Board of Directors or an independent consultant or advisor. Such service in the capacity of an Employee, a non-employee member of the Board of Directors or an independent consultant or advisor is non delegable and non-assignable.

Subsidiary corporation means each corporation (other than BST) in an unbroken chain of corporations beginning with BST, provided each such corporation (other than the last BST) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Ten Percent Shareholder means the owner of stock (as determined under Section 424(d) of the Code) possessing ten percent (10%) or more of the total combined voting power of all classes of stock of BST or any Parent or Subsidiary of BST.

ARTICLE II

OPTION GRANT PLAN

1. TERMS AND CONDITIONS OF OPTIONS

Options granted pursuant to the Plan shall be authorized by action of the Plan Administrator and, at the discretion of the Plan Administrator, may be either Incentive Options or Non-Statutory Options. Each granted option shall be evidenced by one or more instruments in the form approved by the Plan Administrator; provided, that each such instrument shall comply with and incorporate the terms and conditions specified below. In addition, each instrument evidencing an Incentive Option shall be subject to the applicable provisions of Section 2 of this Article II.

(a) Option Price.

(1) The option price per share shall be fixed by the Plan Administrator.

(2) The option price shall become immediately due upon exercise of the option, and subject to the provisions of Article IV, Section 2, shall be payable in cash or check drawn to BST's order. Should BST's outstanding Common Stock be registered under Section 12(g) of the 1934 Act at the time the option is exercised, then the option price may also be paid as follows:

(A) in shares of Common Stock held by the optionee for the requisite period necessary to avoid a charge to BST's earnings for financial reporting purposes and valued at Fair Market Value on the Exercise Date; or

(B) through a special sale and remittance procedure pursuant to which the Optionee is to *(i)* provide irrevocable written instructions to a designated brokerage firm to effect the immediate sale of the purchased shares and remit to BST, out of the sale proceeds, an amount sufficient to cover the aggregate option price payable for the purchased shares plus all applicable Federal and State income and employment taxes required to be withheld by BST by reason of such purchase and *(ii)* concurrently provide written directives to BST to deliver the certificates for the purchased shares directly to such brokerage firm in order to effect the sale transaction.

(C) At the wish of the option holder and consent of BST after any required holding period has elapsed, fully vested options may be exercised in a cashless manner by the holder to receive only the amount of common stock that could have been purchased with the profit that would have been made by exercise of the option and the sale of the underlying common stock at the highest prevailing market (bid) price for the amount of shares sold at the time of exercise.

(D) At the option of BST it may pay the cashless exerciser of that grant the difference between the option price and the current highest bid price offered by a market maker for that number of shares of common stock in BST rather than issue or sell the holder of that particular grant actual shares in BST.

(b) Term and Exercise of Options. Each option granted under the Plan shall be exercisable at such time or times, during such period, and for such number of shares as shall be determined by the Plan Administrator and set forth in the notice of grant and stock option agreement evidencing such option. No option granted under the Plan, however, shall have a term in excess of ten (10) years from the grant date. During the lifetime of the Optionee, the option shall be exercisable only by the Optionee and shall not be assignable or transferable by the Optionee otherwise than by will or by the laws of descent and distribution following the Optionee's death.

(c) Termination of Service.

(1) Should the Optionee cease to remain in Service for any reason (including death or Permanent Disability) while holding one or more outstanding options under the Plan, then except to the extent otherwise provided pursuant to Section 5 of this Article II, each such option shall remain exercisable for the limited period of time (not to exceed three (3) months after the date of such cessation of Service) specified by the Plan Administrator in the option agreement. In no event, however, shall any such option be exercisable after the specified expiration date of the option term. During such limited period of exercisability, the option may not be exercised for more than that number of shares (if any) for which such option is exercisable on the date of the Optionee's cessation of Service. Upon the expiration of such period or (if earlier) upon the expiration of the option term, the option shall terminate and cease to be exercisable.

(2) Any option granted to an Optionee under the Plan and exercisable in whole or in part on the date of the Optionee's death may be subsequently exercised by the personal representative of the Optionee's estate or by the person or persons to whom the option is transferred pursuant to the Optionee's will or in accordance with the laws of descent and distribution. The maximum number of shares for which such option may be exercised shall be limited to the number of shares (if any) for which the option is exercisable on the date of the Optionee's cessation of Service. Any such exercise of the option must be effected at the sooner of the specified expiration date of the option term or within three (3) months of the date of the Optionee's death or by if sooner. Upon the occurrence of either such event, the option shall terminate and cease to be exercisable.

(3) Notwithstanding subsections (1) and (2) above, the Plan Administrator shall have discretion, exercisable either at the time the option is granted or at the time the Optionee ceases Service, to allow one or more outstanding options held by the Optionee to be exercised, during the limited period of exercisability following the Optionee's cessation of Service, not only with respect to the number of shares for which the option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more subsequent installments of purchasable shares for which the option otherwise would have become exercisable had such cessation of Service not occurred.

(4) Notwithstanding any provision of this Article II or any other provision of this Plan to the contrary, any options granted under this Plan shall terminate as of the date the Optionee ceases to be in the Service of BST if the Optionee was terminated for "cause" or could have been terminated for "cause." If the Optionee has an employment or consulting agreement with BST, the term "cause" shall have the meaning given that term in such employment or consulting agreement. If the Optionee does not have an employment or consulting agreement with BST, or if such agreement does not define the term "cause," the term "cause" shall mean: *(A)* misconduct or dishonesty that materially adversely affects BST, including without limitation *(i)* an act materially in conflict with the financial interests of BST, *(ii)* an act that could substantially damage the reputation or customer relations of BST, *(iii)* an act that could subject BST to material liability, *(iv)* an act constituting sexual harassment or other violation of the civil rights of coworkers, *(v)* failure to obey any lawful instruction of the Board or any officer of BST, and *(vi)* failure to comply with, or perform any duty required under, the terms of any confidentiality, inventions or non-competition agreement the Optionee may have with BST, or *(B)* acts constituting the unauthorized disclosure of any of the trade secrets or confidential information of BST, unfair competition with BST or the inducement of any customer of BST to breach any contract with BST. The right to exercise any option shall be suspended automatically during the pendency of any investigation by the Board or its designee, and/or any negotiations by the Board or its designee and the Optionee, regarding any actual or alleged act or omission by the Optionee of the type described in this section.

(d) Shareholder Rights. An Optionee shall have none of the rights of a shareholder with respect to any shares covered by the option until such Optionee shall have exercised the option and paid the option price.

(e) Repurchase Rights. The shares of Common Stock issued under the Plan shall be subject to certain repurchase rights of BST in accordance with the following provisions:

(1) (A) The Plan Administrator shall have the discretion to authorize the issuance of unvested shares of Common Stock under the Plan. Should the optionee cease Service or should BST consummate a Corporate Transaction while the optionee is holding such unvested shares, BST shall have the right to repurchase, at the option price paid per share, all or (at the discretion of BST and with the consent of the Optionee) any portion of such shares. The terms and conditions upon which such repurchase right shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased shares) shall be established by the Plan Administrator and set forth in an instrument evidencing such right.

(B) The repurchase right shall be assignable to any person or entity selected by BST, including one or more of BST's shareholders. If the selected assignee is other than a Parent or Subsidiary of BST, however, then the assignee must make a cash payment to BST, upon the assignment of the repurchase right, in an amount equal to the amount by which the aggregate Fair Market Value of the unvested shares at the time subject to the assigned right exceeds the aggregate repurchase price payable for such unvested shares.

(C) Upon the occurrence of a Corporate Transaction, the Plan Administrator may, at its sole discretion, *(i)* terminate all or any outstanding repurchase rights under the Plan and thereby cause the shares subject to such rights to vest immediately in full, *(ii)* arrange for all or any of the repurchase rights to be assigned to the successor of BST (or parent thereof) in connection with the Corporate Transaction, or *(iii)* exercise BST's right to repurchase any unvested shares contemporaneously with the consummation of the Corporate Transaction on the terms provided in the instrument pursuant to which such unvested shares were issued.

(2) Until such time as BST's outstanding shares of Common Stock are first registered under Section 12(g) of the 1934 Act, BST shall have a right of first refusal with respect to any proposed sale or other disposition by the Optionee (or any successor in interest by reason of purchase, gift or other mode of transfer) of any shares of Common Stock issued under the Plan. Such right of first refusal shall be exercisable by BST (or its assignees) in accordance with the terms and conditions established by the Plan Administrator and set forth in the instrument evidencing such right.

2. INCENTIVE OPTIONS

The terms and conditions specified below shall be applicable to all Incentive Options granted under the Plan. Incentive Options may be granted only to individuals who are Employees. Options that are specifically designated as Non-Statutory Options when issued under the Plan shall not be subject to the following terms and conditions.

(a) Option Price. The option price per share of the Common Stock subject to an Incentive Option shall in no event be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the grant date; provided, if the individual to whom the option is granted is at the time a Ten Percent Shareholder, then the option price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value of the Common Stock on the grant date.

(b) Dollar Limitation. The aggregate Fair Market Value (determined as of the respective date or dates of grant) of the Common Stock for which one or more options granted to any Employee under this Plan (or any other option plan of BST or any Parent or Subsidiary BST) may for the first time become exercisable as incentive stock options under the Federal tax laws during any one calendar year shall not exceed the sum of one hundred thousand dollars ($100,000). To the extent the Employee holds two or more such options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability thereof as Incentive Options under the Federal tax laws shall be applied on the basis of the order in which such options are granted.

(c) Option Term for Ten Percent Shareholder. No option granted to a Ten Percent Shareholder shall have a term in excess of five (5) years from the grant date.

Except as modified by the preceding provisions of this Section 2, all the provisions of the Plan shall be applicable to the Incentive Options granted hereunder.

3. CORPORATE TRANSACTION

(a) In connection with any Corporate Transaction, the Plan Administrator, in its sole discretion, may *(i)* accelerate each or any outstanding option under the Plan so that each or any such option, immediately prior to the specified effective date for such Corporate Transaction, shall become fully exercisable with respect to the total number of shares of Common Stock at the time subject to such option and may be exercised for all or any portion of such shares, *(ii)* where BST is not the surviving entity of a Corporate Transaction, arrange for each or any outstanding option either to be assumed by the successor of BST or parent thereof or to be replaced with a comparable option to purchase shares of the capital stock of the successor of BST or parent thereof, *(iii)* arrange for the option to be replaced by a comparable cash incentive plan of BST or the successor of BST based on the option spread (the amount by which the Fair Market Value of the shares of Common Stock subject at the time to the option exceeds the option price payable for such shares), or *(iv)* take none of the actions described in clauses *(i)*, *(ii)* or *(iii)* above and allow the option to terminate as provided in Section 4(b) below. The determination of comparability under clauses *(ii)* and *(iii)* above shall be made solely by the Plan Administrator, and such determination shall be final, binding and conclusive.

(b) In the event of any Corporate Transaction, each option outstanding under the Plan shall terminate upon the consummation of such Corporate Transaction and cease to be exercisable, unless the Plan Administrator takes one of the actions set forth in Section 4(a) above.

(c) If the outstanding options under the Plan are assumed by the successor of BST (or parent thereof) in a Corporate Transaction, or are otherwise to continue in effect following such Corporate Transaction, then each such assumed or continuing option, immediately after such Corporate Transaction, shall be appropriately adjusted to apply and pertain to the number and class of securities or other property that would have been issuable to the option holder, in consummation of the Corporate Transaction, had the option been exercised immediately prior to such Corporate Transaction. Appropriate adjustments shall also be made to the option price payable per share, provided the aggregate option price payable for such securities or other property shall remain the same. In addition, the number and class of securities or other property available for issuance under the Plan following the consummation of such Corporate Transaction shall be appropriately adjusted.

(d) The exercisability as incentive stock options under the Federal tax laws of any options accelerated in connection with the Change of Control or Corporate Transaction shall remain subject to the applicable dollar limitation of subsection 2(b) of this Article II.

(e) The grant of options under this Plan shall in no way affect the right of BST to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

4. CANCELLATION AND NEW GRANT OF OPTIONS

The Plan Administrator shall have the authority to effect, at any time and from time to time, with the consent of the affected Optionees, the cancellation of any or all outstanding options under the Plan and to grant in substitution therefor new options under the Plan covering the same or different numbers of shares of Common Stock but having, in the case of an Incentive Option, an option price per share not less than one hundred percent (100%) of such Fair Market Value per share of Common Stock on the new grant date, or, in the case of a Ten Percent Shareholder, not less than one hundred and ten percent (110%) of such Fair Market Value.

5. EXTENSION OF EXERCISE PERIOD

The Plan Administrator shall have full power and authority to extend (either at the time the option is granted or at any time that the option remains outstanding) the period of time for which the option is to remain exercisable following the Optionee's cessation of Service, from the limited period set forth in the option agreement, to such greater period of time as the Plan Administrator may deem appropriate under the circumstances. In no event, however, shall such option be exercisable after the specified expiration date of the option term.

ARTICLE III

STOCK ISSUANCE PLAN

1. TERMS AND CONDITIONS OF STOCK ISSUANCES

Shares of Common Stock shall be issuable under the Stock Issuance Plan through direct and immediate issuances without any intervening stock option grants. Each such stock issuance shall be evidenced by a Stock Issuance Agreement ("Issuance Agreement") that complies with the terms and conditions of this Article III.

(a) Issue Price.

(1) Shares may, in the absolute discretion of the Plan Administrator, be issued for consideration with a value less than one-hundred percent (100%) of the Fair Market Value of the issued shares.

(2) Shares shall be issued under the Plan for such consideration as the Plan Administrator shall from time to time determine, provided that in no event shall shares be issued for consideration other than:

(A) cash or check payable to BST,

(B) a promissory note in favor of BST, which may be subject to cancellation by BST in whole or in part upon such terms and conditions as the Plan Administrator shall specify, or

(C) services rendered.

(b) Vesting Schedule.

(1) In the discretion of the Plan Administrator, the interest of a Participant in the shares of Common Stock issued to such Participant under the Plan may be fully and immediately vested upon issuance or may vest in one or more installments in accordance with the vesting provisions of subsection (b)(4) below. Except as otherwise provided in subsection (b)(2), the Participant may not transfer any issued shares in which such Participant does not have a vested interest. Accordingly, all unvested shares issued under the Plan shall bear the restrictive legend specified in Article IV, Section 1, until such legend is removed in accordance with such section. Regardless of whether or not a Participant's interest in such shares is vested, such Participant shall be entitled to exercise all the rights of a shareholder with respect to the shares of Common Stock issued to Participant hereunder, including the right to vote such shares and to receive any cash dividends or other distributions paid or made with respect to such shares. Any new, additional or different shares of stock or other property (including money paid other than as a regular cash dividend) that the holder of unvested Common Stock may have the right to receive with respect to such unvested shares by reason of a stock dividend, stock split, reclassification or other change affecting the outstanding Common Stock as a class without BST's receipt of consideration therefor shall be issued subject to *(i)* the same vesting requirements under subsection (b)(4) applicable to the unvested Common Stock, and *(ii)* such escrow arrangements as the Plan Administrator shall deem appropriate.

(2) As used in this Article III, the term "transfer" shall include (without limitation) any sale, pledge, encumbrance, gift or other disposition of such shares. A Participant shall have the right to make a gift of unvested shares acquired under the Stock Issuance Plan to Participant's spouse, parents or issue or to a trust established for such spouse, parents or issue, provided the donee of such shares delivers to BST, at the time of such donee's acquisition of the gifted shares, a written agreement to be bound by all the provisions of the Plan and the Issuance Agreement executed by the Participant.

(3) Should the Participant cease Service for any reason while Participant's interest in the Common Stock remains unvested, then BST shall have the right to repurchase, at the original purchase price paid by the Participant, all or (at the discretion of BST and with the consent of the Participant) any portion of the shares in which the Participant is not at the time vested, and the Participant shall thereafter cease to have any further shareholder rights with respect to the repurchased shares, and any dividends or distributions made as set forth in subsection (b)(1) above shall be recovered by BST pursuant to the applicable escrow terms.

(4) Any shares of Common Stock issued under the Stock Issuance Plan that are not vested at the time of such issuance shall vest in one or more installments thereafter. The elements of the vesting schedule, specifically, the performance or service objectives to be completed or achieved, the number of installments in which the shares are to vest, the interval or intervals (if any) that are to lapse between installments and the effect that death, Permanent Disability or other event designated by the Plan Administrator is to have upon the vesting schedule, shall be determined by the Plan Administrator and specified in the Issuance Agreement.

(5) In its discretion, the Plan Administrator may elect not to exercise, in whole or in part, its repurchase rights with respect to any unvested Common Stock or other assets that would otherwise at the time be subject to repurchase pursuant to the provisions of subsection (b)(3) above. Where such election has been expressly made by the Plan Administrator, such election shall result in the immediate vesting of the Participant's interest in the shares of Common Stock as to which the election applies.

(6) No shares of Common Stock or other assets shall be issued or delivered under this Plan unless and until, in the opinion of counsel for BST (or its successor in the event of any Corporate Transaction), there shall have been compliance with all applicable requirements of Federal and state law or of any regulatory bodies having jurisdiction over such issuance and delivery, and any securities exchange on which stock of the same class is then listed.

(7) In lieu of immediately exercisable options, the Plan Administrator may award installment options that vest in one or more installments before they may be exercised. Such installment options may be used to purchase shares for the amounts permitted by the portions of those installment options that have vested. Since installment options must vest before exercise, shares purchased under vested installment options are fully vested at the time of receipt.

(c) Right of First Refusal. The Plan Administrator may also in its discretion establish as a term and condition of the issuance of one or more shares of Common Stock under the Stock Issuance Plan that BST shall have a right of first refusal with respect to any proposed disposition by the Participant (or any successor in interest by reason of purchase, gift or other mode of transfer) of one or more shares of such Common Stock. Such right of first refusal shall be exercisable by BST (or its assignees) in accordance with the terms and conditions specified in the instrument evidencing such right.

2. CORPORATE TRANSACTION

Upon the occurrence of a Corporate Transaction, the Plan Administrator, in its discretion, may *(i)* terminate all or any outstanding repurchase rights under this Article III of the Plan and thereby cause the shares subject to such rights to vest immediately in full, *(ii)* arrange for all or any of the repurchase rights to be assigned to the successor of BST (or parent thereof) in connection with the Corporate Transaction or *(iii)* exercise BST's right to repurchase any unvested shares contemporaneously with the consummation of the Corporate Transaction if such right is provided in the Issuance Agreement pursuant to which such unvested shares were issued.

ARTICLE IV

MISCELLANEOUS

1. STOCK LEGENDS.

Each certificate representing shares of Common Stock (or other securities) issued pursuant to the Plan shall bear restrictive legends substantially as follows:

(1) "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. The shares may not be sold, offered for sale, pledged or hypothecated without *(i)* an effective registration statement for the shares under said Act and laws, *(ii)* an opinion of counsel satisfactory to BST that such registration is not required with respect to such sale or offer, or *(iii)* BST is otherwise satisfied, in its sole discretion, that such registration is not required."

(2) "This certificate and the shares represented hereby may not be sold, assigned, transferred, encumbered, or in any manner disposed of except in conformity with the terms of written agreements between BST and the registered holder of the shares (or the predecessor in interest to the shares). Upon written request, BST will furnish without charge a copy of such agreements to the holder hereof."

2. LOANS

(a) The Plan Administrator, in its discretion, may assist any Optionee or Participant (including an Optionee or Participant who is an officer or director of BST) in the exercise of one or more options granted to such Optionee under the Article II Option Grant Plan or the purchase of one or more shares issued to such Participant under the

Article III Stock Issuance Plan, including the satisfaction of any Federal and state income and employment tax obligations arising therefrom, by:

(1) authorizing the extension of a loan from BST to such Optionee or Participant, or

(2) permitting the Optionee or Participant to pay the option price or purchase price for the purchased Common Stock in installments over a period of years.

(b) The terms of any loan or installment method of payment (including the interest rate and terms of repayment applicable thereto) shall be established by the Plan Administrator. Loans or installment payments shall be secured by a pledge to BST the purchased shares of Common Stock, but such arrangements otherwise may be made with or without other security or collateral; provided, that any loan made to a consultant or other non-employee advisor must be secured by property other than the purchased shares of Common Stock. In all events the maximum credit available to each Optionee or Participant may not exceed the sum of *(i)* the aggregate option price or purchase price payable for the purchased shares (less the par value of such shares rounded up to the nearest whole cent) plus *(ii)* any Federal and/or state income and employment tax liability incurred by the Optionee or Participant in connection with such exercise or purchase.

(c) The Plan Administrator, in its discretion, may determine that one or more loans extended under the financial assistance plan shall be subject to forgiveness by BST in whole or in part upon such terms and conditions as the Board deems appropriate.

3. AMENDMENT OF THE PLAN AND AWARDS

(a) The Board shall have complete and exclusive power and authority to amend or modify the Plan in any or all respects whatsoever; provided, that no such amendment or modification shall adversely affect the rights and obligations of an Optionee with respect to options at the time outstanding under the Plan, nor adversely affect the rights of any Participant with respect to Common Stock issued under the Plan prior to such action, unless the Optionee or Participant consents to such amendment. In addition, the Board shall not, without the approval of BST's shareholders, amend the Plan to *(i)* materially increase the maximum number of shares issuable under the Plan (except for permissible adjustments under Article I, Section 5(c)), *(ii)* materially increase the benefits accruing to individuals who participate in the Plan, or *(iii)* materially modify the eligibility requirements for participation in the Plan.

(b) Options to purchase shares of Common Stock may be granted under the Option Grant Plan and shares of Common Stock may be issued under the Stock Issuance Plan, which in both instances are in excess of the number of shares then available for issuance under the Plan, provided any excess shares actually issued under the Option Grant Plan or the Stock Issuance Plan are held in escrow until BST's shareholders approve an amendment that sufficiently increases the number of shares of Common Stock available for issuance under the Plan. If such shareholder approval is not obtained within twelve (12) months after the date the initial excess stock option grants or direct stock issuances are made, then any unexercised options representing such excess shall terminate and cease to be exercisable and BST shall promptly refund to the Optionees and Participants the option or purchase price paid for any excess shares issued under the Plan and held in escrow, together with interest (at the applicable Short Term Federal Rate) thereon for the period the shares were held in escrow.

4. EFFECTIVE DATE AND TERM OF PLAN

(a) The Plan shall become effective when adopted by the Board, but no option granted under the Plan shall become exercisable, and no shares shall be issuable under the Stock Issuance Plan, unless and until the Plan shall have been approved by BST's shareholders. If such shareholder approval is not obtained within twelve (12) months after the date of the Board's adoption of the Plan, then all options previously granted under the Plan shall terminate, and no further options shall be granted and no shares shall be issued under the Stock Issuance Plan. Subject to such limitation, the Plan Administrator may grant options under the Plan at any time after the effective date and before the date fixed herein for termination of the Plan.

(b) The Plan shall terminate upon the earlier of *(i)* ten years after the adoption of the Plan or *(ii)* the date on which all shares available for issuance under the Plan have been issued or canceled pursuant to the exercise of options granted under Article II or the issuance of shares under Article III. If the date of termination is determined under clause *(i)* above, then no options outstanding on such date under Article II and no shares issued and outstanding on such date under Article III shall be affected by the termination of the Plan, and such securities shall thereafter continue to have force and

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on August 25, 2016.

BioSculpture Technology, Inc.

By: */s/ Robert L. Cucin, MD, JD*
Name: Robert L. Cucin, MD, JD
Title: President and Chief Executive Officer

This offering statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Robert L. Cucin Robert L. Cucin, MD, JD	President, Chief Executive Officer and Chairman of the Board (principal executive officer)	August 25, 2016
* Deborah Salerno	Chief Financial Officer and Director (principal financial officer and principal accounting officer)	August 25, 2016
* Julia Cucin	Secretary and Director	August 25, 2016
* Jonas Gayer, CPA	Treasurer and Director	August 25, 2016
* Peter Ciriscioli, Ph.D.	Engineering Consultant and Director	August 25, 2016

* By: */s/ Robert L. Cucin, MD, JD*
Robert L. Cucin, MD, JD
Attorney-in-fact

MINUTES OF THE 8/3/16 SPECIAL MEETING OF THE BOARD OF DIRECTORS OF BIOSCULPTURE TECHNOLOGY, INC.

This Special Meeting of the **Board of Directors** of **BIOSCULPTURE TECHNOLOGY, INC.** (the "Corporation") was held at 1701 South Flagler Drive, Suite 607, West Palm Beach, Florida.

A quorum present, the meeting was called to order by **Robert L. Cucin, M.D., the President** of the Corporation, who served as Chairperson of meeting, and **Julia Cucin**, the Secretary of the Corporation assumed the duties of Secretary of the meeting. Unable to be present physically for this special meeting, **Jonas Gayer** and **Deborah Salerno were** teleconferenced in to participate. Peter Ciriscioli was unable to attend but had sent in his proxy to tend to matters while he was India.

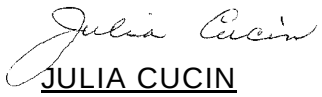
Dr. Cucin informed them that it was necessary pass a resolution limiting sale of Company securities to him as President and C.E.O. so that there would be no issues regarding Deborah Salerno's FINRA-registration with a brokerage firm. Even though the firm with which she was affiliated was not participating in the Company's intended Regulation A Offering in any capacity, Counsel had informed him that it would be advisable to make sure there was no confusion on that issue to conform with securities regulations.

Dr. Cucin so motioned; Deborah Salerno seconded, and all present were in favor of the motion. Dr. Cucin cast Peter Ciriscioli's proxy in favor of the motion to limit the ability to sell Corporate securities to himself.

RESOLVED, Dr.Cucin is the only executive of the corporation authorized to sell securities of the company.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated: August 3, 2016



JULIA CUCIN
Secretary

EXHIBIT 11.1

PYBUS & COMPANY, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

American Institute Of Certified Public Accountants
Florida Institute Of Certified Public Accountants

824 US Highway One, Suite 110
North Palm Beach, Florida 33408
Phone (561) 282-1870
Fax (561) 282-1871
www.pybuscpa.com

August 25, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the offering statement on Form 1-A of our report dated June 14, 2016 and the audited financial statements for BioSculpture Technology, Inc. for the fiscal years ended December 31, 2014 and 2015 and for the period ended March 31, 2016.

/s/ Pybus & Company, P.A.

Pybus & Company, P.A.
North Palm Beach, FL

Robert L. Cucin, M.D.
Attorney and Counselor at Law
1701 South Flagler Drive
Suite 607
West Palm Beach, Florida 33401

Admitted to N.Y., N.J. and D.C. Bars
Licensed Real Estate Broker (N.Y.)

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VIA ELECTRONIC EDGAR FILING

Russel Mancuso, Esq.
Legal Branch Chief
Office of Electronics and Machinery
Division of Corporation Finance
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

In re: **BioSculpture Technology, Inc. - SEC CIK Number: 0001606799,**
OPINION LETTER OF COUNSEL

Dear Mr. Mancuso: August 25, 2016

In connection with the application for Regulation A Qualification for BioSculpture Technology, Inc., ("BST"), the undersigned attorney representing BST hereby provides the following opinion and consents for its inclusion within that filing.

BioSculpture Technology, Inc. is duly organized under the statutes of the state of Delaware and in good standing under those laws. It is authorized to do business in all states in which it is required to be so authorized.

The Company has necessary power under its charter, bylaws, and applicable state and federal laws to issue the securities contemplated in this Offering. The securities being sold will be legally issued, fully paid and non-assessable.

For purposes of this opinion I have reviewed the Certificate of Incorporation, the Amended Certificate of Incorporation, Corporate Bylaws, Corporate Minutes, the 2015 Delaware Annual Franchise Tax Report, New York and Florida Income Tax filings, 2016 F.D.A. registration, and Quarterly Medical Device Tax (Form 720) Filings to date. I have firsthand knowledge of the authenticity of the documents reviewed.

The opinions stated herein are restricted to the Law of the States of New York, New Jersey, and the District of Columbia, to Federal Law, and to the Corporate Law of the State of Delaware.

Yours truly,

Robert L. Cucin, M.D.,Esq.

RLC/ms/hp4700c
Cc: file, sdx