

## SUBSCRIPTION AGREEMENT

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(Subscriber Name)

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(Subscriber Address)

Ladies and Gentlemen:

The Subscriber (the "**Subscriber**") desires to purchase that number of Units of shares of BASIS Medical, LLC, a Delaware limited liability company (the "**Company**"), set forth on the signature page hereof. Each Unit consists of 250 shares of the Company (the "**Shares**") and 125 Warrants (the "**Warrants**") to purchase up to one (1) Share in the Company (a "**Warrant Share**") at an exercise price of \$5.00 per Warrant Share in the Company. The Subscriber and the Company hereby agree as follows:

1. Subscription. The Subscriber hereby subscribes for and agrees to purchase the Unit(s) from the Company and agrees to pay the purchase price set forth on the signature page hereof (the "**Purchase Price**") in the Company's offering of a maximum of 400 Units.

2. Purchase Procedure. The Subscriber acknowledges that, in order to subscribe for Shares, the Subscriber must, and the Subscriber does hereby, deliver to the Company:

(a) One (1) executed counterpart of the Subscriber Signature Page attached to this Subscription Agreement (this "**Agreement**"); and

(b) One (1) completed and executed Subscriber Questionnaire included with the offering documents; and

(c) Payment of the purchase price to the Company by wire transfer or check of immediately available funds. Please see the wire transfer instructions at the end of this Agreement.

3. Acceptance Procedure/Minimum Subscription. The Company in its discretion may accept or reject any subscription. If the Company accepts a Subscriber's subscription, the Company will deposit the subscription payment into its bank account and promptly issue a stock certificate to the Subscriber. If the Company rejects any subscription, the Company will promptly return the subscription payment.

4. Representations and Warranties of the Company.

(a) The Company is duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets.

(b) The Company has duly authorized the execution, delivery and sale of the Shares by all requisite limited liability company action.

(c) The execution, delivery and sale of the Shares and Warrants by the Company will not conflict with the certificate of formation or Amended and Restated Operating Agreement of the Company.

(d) The Shares are duly authorized and, when issued and paid for in accordance with this Subscription Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens.

5. Representations of Subscriber. By executing this Agreement, the Subscriber makes the following representations and warranties to the Company, its officers, directors and principal shareholders, with the intent and understanding that the Company and each of them will rely thereon:

(a) The Subscriber acknowledges that it has been furnished by the Company during the course of this transaction with all information regarding the Company that the Subscriber requested; that all documents which could be reasonably provided have been made available for the Subscriber's inspection and review; and the Subscriber has been afforded the opportunity to ask questions of and receive answers from representatives of the Company. The Subscriber acknowledges that any projections which it has been furnished are hypothetical and necessarily speculative in nature and, accordingly, do not constitute a representation or warranty as to the anticipated future financial performance of the Company.

(b) The Subscriber understands that there is no public market for the Shares or Warrants.

(c) The Subscriber understands that: (i) the Shares and Warrants have not been registered under the Securities Act of 1933, as amended (the "Act"), or any other securities laws; and (ii) the Subscriber cannot sell the Shares or Warrants unless they are registered under the Act or any other applicable securities laws or unless exemptions from such registration requirements are available.

(d) The Subscriber is acquiring the Shares and Warrants solely for the Subscriber's own account for investment purposes only and not with a view toward resale or distribution, either in whole or in part.

(e) If the Subscriber is an individual, he/she is an "accredited investor", and if the Subscriber is an entity, it has been duly formed and validly exists and has not been organized for the specific purpose of purchasing the Shares or Warrants (unless all beneficial owners of the Subscriber are "accredited investors"). This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms.

(f) The Subscriber acknowledges that such Subscriber has been informed that the Company's business, which the Company proposes to engage in, is highly speculative in

nature, and that claims might arise with respect to another entity that proposed to be in a similar line of business and in which certain members of Company management had participated. The Subscriber, therefore, understands that an investment in the Shares involves very substantial risks, and the Subscriber recognizes and understands the risks relating to the purchase of the Shares and Warrants. The Subscriber has substantial knowledge and experience in financial and business matters in general and in particular with respect to this type of investment that the Subscriber is capable of evaluating the merits and risks of an investment in the Shares and Warrants. The Subscriber is experienced in evaluating and investing in the securities of companies of this type.

(g) The Subscriber is able to bear the economic risk of losing its or his entire investment in the Shares and Warrants.

6. Survival of Representations and Warranties; Indemnifications.

(a) All representations and warranties of the Subscriber contained in this Agreement shall survive the execution and delivery of this Agreement and the offer, sale and delivery of the Shares and Warrants.

(b) The Shares and Warrants for which Subscriber has subscribed for hereunder are to be issued in a transaction which the Company intends to be exempt from the registration requirements of applicable federal and state securities laws. Subscriber further acknowledges that the Company's eligibility for such exemption is expressly dependent upon the completeness and accuracy of Subscriber's representations, warranties, covenants and agreements made in this Agreement. Accordingly, Subscriber hereby agrees to indemnify the Company, its officers and directors, and hold them, and each of them, harmless, of, from and against any suit, action, proceeding, liability, loss or expenses, including counsel fees and costs, which it, they or any of them, may suffer or incur arising out of, or on account of, any breach, default, or misrepresentation by Subscriber of any of its representations, warranties, covenants, and agreements set forth herein.

7. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by overnight delivery, courier, or certified or express mail, postage prepaid, to the address of each party set forth herein. Any such notice shall be deemed given, when delivered personally, one (1) business day after being sent by facsimile transmission (transmission confirmed), if mailed, five days after the date of deposit in the United States mail, or if sent by overnight delivery the following business day.

8. Miscellaneous.

(a) This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware (without giving effect to any principles of conflicts of laws of such jurisdiction or any other jurisdiction that would apply the substantive law of another jurisdiction). The jurisdiction of any dispute with respect to the transaction contemplated hereunder or the Shares and Warrants shall be exclusively in the United States District Court or the state courts located in the State of Delaware, and the parties waive any objection to venue therein.

(b) This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(c) This Agreement shall, except as otherwise provided herein, inure to the benefit of and be binding on the Company and its successors and assigns and on the Subscriber and his or its respective heirs, executors, administrators, personal legal representatives, guardians and successors.

(d) This Agreement, when accepted by the Company, will constitute the entire integrated agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

(e) This Agreement may be modified or amended only by a writing signed by the parties hereto.

SUBSCRIBER SIGNATURE PAGE

THE SUBSCRIBER, desiring to subscribe for Unit(s) of BASIS Medical, LLC, a Delaware limited liability company, in the number and dollar amount set forth below, acknowledges that such Subscriber has received and understands the terms and conditions of the Subscription Agreement attached hereto and that such Subscriber does hereby agree to all the terms and conditions contained therein.

IN WITNESS WHEREOF, the Subscriber has hereby executed this Subscription Agreement as of the date set forth below.

**Purchase Price:**

**Number of Units:**

\$ \_\_\_\_\_  
The per Unit purchase price is \$1,250

\_\_\_\_\_

Exact name(s) of Subscriber(s):

SS# or Taxpayer ID#

\_\_\_\_\_

\_\_\_\_\_

Signature of Subscriber(s):

*if individual:*

\_\_\_\_\_

Date: \_\_\_\_\_

*if entity:*

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

ACCEPTED:

BASIS Medical, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tomas Levinton, CEO

## **WIRE INSTRUCTIONS**

IBERIABANK

200 W Congress St

Lafayette, LA 70501

ABA Number: 265270413

Acct Number: 20001596071

Basis Medical