

**ANDROCYTE LLC  
SUBSCRIPTION AGREEMENT**

Androcyte LLC, a Florida Limited Liability Company, (hereinafter the "Company") is offering for sale membership units ("Units") of the Company to the undersigned, the terms of which are set forth below.

**1. Subscription.** On the terms and subject to the conditions of this Subscription Agreement, the undersigned hereby subscribes to Membership Units of the Company representing 10-percent (10%) of the Company's outstanding Units as of the date of the execution of this Agreement, for a subscription price of two-hundred thousand dollars (\$200,000.00). The undersigned hereby agrees that this subscription shall be irrevocable and shall survive the death or disability of the undersigned. Payment of the purchase price for the Units is due by the end of business, two weeks from the execution of this Agreement.

**2. Acceptance of Subscription.** The undersigned acknowledges that (i) the Company has the right to accept or reject this subscription in whole or in part, and (ii) this subscription shall be deemed to be accepted by the Company only when the Company signs this Subscription Agreement. The undersigned agrees that subscriptions need not be accepted by the Company in the order in which subscriptions are received.

**3. Representations, Warranties, and Covenants of the Undersigned.** The undersigned hereby represents and warrants to and covenants with the Company, the Company's officers, directors, employees, attorneys, agents and any person who has solicited this subscription as follows:

(a) The undersigned is an accredited investor as set forth below:

An "accredited investor" is:

- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- a charitable organization, corporation or partnership with assets exceeding \$5 million;
- a director, executive officer, or general partner of the company selling the securities;
- a business in which all the equity owners are accredited investors;
- a natural person with a net worth of at least \$1 million;
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or
- a trust with assets of at least \$5 million, not formed to acquire the securities offered, and whose purchases are directed by a sophisticated person

(b) The undersigned has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company.

(c) The undersigned confirms that all documents, records and books, pertaining to its proposed investment in the Company have been made available to the undersigned.

(d) The undersigned has had an opportunity to ask questions of and receive satisfactory answers from the Company, or any person or persons acting on the Company's behalf, concerning the terms and conditions of its proposed investment in the Company, and all such questions have been answered to the complete

satisfaction of the undersigned.

(e) The Units will be acquired by the undersigned for its own account for investment in a manner that would not require registration or qualification pursuant to the provisions of the Securities Act of 1933, as amended ("Act"), or any state Blue Sky law.

(f) The undersigned understands that the offer and sale of the Units in the individual states in transactions which satisfy the requirements of Rule 506 of Regulation D or Section 4(6) of the Securities Act of 1933 are not required to be registered or qualified in the individual states because of adoption of the National Securities Markets Improvement Act of 1996 ("NSMIA "). NSMIA preempts state registration and similar qualification provisions for transactions exempt pursuant to that Rule 506 or Section 4(6) of the Securities Act.

(g) The undersigned represents that it has been called to its attention by those persons with whom the undersigned has dealt in connection with its proposed investment in the Company, that the Company has no history of operation and no earnings and that the undersigned proposed investment in the Company involves significant risks which may result in the loss of that investment, or a portion thereof.

(h) The undersigned has received no representations or warranties in making its investment decision.

(i) The undersigned acknowledges and agrees that the Company has made available to the undersigned or its personal advisors the opportunity to obtain appropriate information to evaluate the merits and risks of an investment in the Company.

(j) The undersigned understands that neither the Securities and Exchange Commission nor any Securities Administrator or similar person of any state or province has made any finding or determination relating to the fairness of any purchase of the Units and that neither the Securities and Exchange Commission nor any Securities Administrator or similar person of any state or province has or will recommend or endorse a purchase of the Units.

**4. Indemnification.** The undersigned acknowledges that it understands the meaning and legal consequences of the representations, warranties, and covenants specified in Paragraph 3 of this Subscription Agreement and that the Company has relied on such representations, warranties and covenants, and the undersigned hereby agrees to indemnify and hold harmless the Company, and its officers, directors, controlling persons, agents, attorneys, accountants, and employees, from any and all loss, damage or liability due to, or occurring because of, a breach of any such representation, warranty, or covenant.

**5. Subsequent Registration of Units.** The undersigned has no right to require that the Units be registered pursuant to the provisions of the Act, or otherwise. The undersigned further acknowledges and agrees that the Company has no obligation to assist the undersigned in obtaining any exemption from any registration requirements imposed by applicable law. The undersigned also acknowledges and agrees that it shall be responsible for compliance with all conditions on transfer imposed by a Securities Administrator or similar person of any state, province or territory.

**6. Limitation on Transfer of Units.** The undersigned acknowledges and agrees that it is aware that there are substantial restrictions on the transferability of the Units. Because the Units will not be registered pursuant to the provisions of the Act (unless the undersigned exercises its right to require such registration), the undersigned agrees not to sell, transfer, assign, pledge, hypothecate or otherwise dispose of any Units unless such sale is exempt from such registration pursuant to the provisions of the Act or unless the Units are registered pursuant to the Act. The undersigned further acknowledges and agrees that the Company has no obligation to assist the undersigned in obtaining any exemption from any registration requirements imposed by applicable law. The undersigned also acknowledges and agrees that he or she

shall be responsible for compliance with all conditions on transfer imposed by a Securities Administrator of any state, province or territory and for any expenses incurred by the Company for legal and accounting services in connection with reviewing such a proposed transfer and issuing opinions in connection therewith.

**7. Compliance with Act.** The undersigned understands and agrees that the following restrictions and limitations are applicable to his or her purchase and any sale, transfer, assignment, pledge, hypothecation or other disposition of Units:

(a) The undersigned agrees that the Units shall not be sold, pledged, hypothecated or otherwise disposed of unless the Units are registered pursuant to the Act and applicable state or other applicable securities laws or are exempt there from.

(b) A legend in substantially the following form has been or will be placed on any certificate(s) or other documents evidencing the Units:

**THE SECURITIES REPRESENTED BY THIS INSTRUMENT OR DOCUMENT HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND HAVE NOT BEEN REGISTERED PURSUANT TO THE PROVISIONS OF THE SECURITIES ACT OF 1933 AS AMENDED ("ACT"), AND HAVE BEEN OFFERED AND SOLD IN RELIANCE UPON THE EXEMPTIONS SPECIFIED IN SECTION 4(2) OF THE ACT AND RULE 506 OF REGULATION D PROMULGATED PURSUANT THERETO. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF, EXCEPT UPON DELIVERY TO THE COMPANY OR ITS TRANSFER AGENT OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY OR ITS TRANSFER AGENT THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OR ITS TRANSFER AGENT OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY OR ITS TRANSFER AGENT TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE ACT, APPLICABLE STATE SECURITIES LAWS OR ANY RULE OF REGULATION PROMULGATED PURSUANT THERETO.**

(c) Stop transfer instructions to the transfer agent of the Company have been or will be placed with respect to the Units so as to restrict the sale, transfer, pledge, hypothecation or other disposition thereof, subject to the further terms hereof, including the provisions of the legend set forth in subparagraph (b) above.

(d) The legend and stop transfer instructions described in sub-paragraphs (b) and (c) above will be placed on any new certificate(s) or other documents for transfer.

**8. Financial Information.** The undersigned has been furnished an Offering Questionnaire which has been completed and executed by the undersigned and the information contained therein remains true and correct in material aspects.

## **ANDROCYTE LLC Accredited Investor Questionnaire**

The purpose of this Questionnaire is to determine whether you meet the standards for

participation in a non-public offering under Section 4(2) of the Securities Act of 1933, as amended ("Act"), and under the laws of the various States.

We do not use your confidential information for any purpose other than determining that you meet the definition of Accredited Investor as required by State and Federal law; however, each individual who completes and submits this Questionnaire thereby agrees that Androcyte LLC may present his responses to this Questionnaire to such parties as it deems appropriate for verification in order to assure itself and future issuers that the subsequent offer and sale of securities will not result in a violation of the provisions of State or Federal securities laws.

Please complete this form as thoroughly as possible and submit it. If the answer to any question is "None" or "Not Applicable", please so state. Do not leave blanks.

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If this Questionnaire is being completed to identify a natural person as the Accredited Investor:

- (i) Please indicate the State in which the person is registered to vote. \_\_\_\_\_  
(ii) Please indicate the State in which the person holds a valid Driver's License.  
\_\_\_\_\_  
(iii) Please indicate the State of residence that the person identifies on their personal income tax return. \_\_\_\_\_

## **PART TWO**

Are you:

(i) 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?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(ii) Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(iii) Any insurance company as defined in section 2(13) of the Act?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(iv) Any investment company registered under the Investment Company Act of 1940 or any business development company as defined in section 2(a)(48) of that Act?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(v) Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(vi) 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 such plan has total assets in excess of \$5,000,000?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(vii) Any 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 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?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(viii) Any private business development company as defined in section 202(a)(22) of the Investment Advisors Act of 1940?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(ix) 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?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(x) 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 issuer?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(xi) 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?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(xii) 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?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(xiii) 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)?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

(xiv) Any entity in which all of the equity owners are accredited investors?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**PART THREE:** \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Private FAX Number: \_\_\_\_\_

If after reviewing your Questionnaire we cannot reasonably believe that you are an Accredited Investor, or if we have not yet completed the required filings in your state, we will so notify you promptly.

**Please Scan and Email The Completed Questionnaire To:**



The foregoing statements are true and accurate to the best of my information and belief and I will promptly notify Androcyte LLC if any of the responses to the foregoing questions should be changed.

Subscribing Party

Androcyte LLC

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

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

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