IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
Cutera, Inc. *et al.*,[1]	Case No. 25-90088 (ARP)
Debtors.	(Joint Administration Requested)

ORDER (I) APPROVING EQUITY RIGHTS OFFERING PROCEDURES AND RELATED FORMS, (II) AUTHORIZING DEBTORS TO CONDUCT EQUITY RIGHTS OFFERING IN CONNECTION WITH DEBTORS' PREPACKAGED PLAN OF PLAN OF REORGANIZATION, (III) APPROVING COMMON EQUITY CONVENIENCE BUYOUT PROCEDURES, AND (IV) GRANTING RELATED RELIEF

[Relates to Docket No. 9]

Upon the emergency motion (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) approving the Equity Rights Offering Procedures, substantially in the form attached hereto as **Exhibit A** and related Subscription Form, substantially in the form attached hereto as **Exhibit B**; (b) authorizing the Debtors to conduct the Equity Rights Offering; (c) approving the Common Equity Convenience Buyout Procedures, including the Senior Notes Claim Cash Option Election Notice, substantially in the form attached hereto as **Exhibit C**; and (d) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration and Braun Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their creditors, estates, and other parties in interest; and this Court having jurisdiction to

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1 The Debtors in these chapter 11 cases, together with the last four digits of each Debtors' federal tax identification number, are as follows: Cutera, Inc. (2262) and Crystal Sub, LLC (6339). The Debtors' service address is 3240 Bayshore Boulevard, Brisbane, CA 94005.

2 Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Motion.

consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having heard statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to commence and conduct the Equity Rights Offering in accordance with the terms and conditions of the Equity Rights Offering Materials.

2. The Equity Rights Offering Procedures, substantially in the form attached hereto as **Exhibit A** and the Subscription Form, substantially in the form attached hereto as **Exhibit B**, are hereby approved. The Equity Rights Offering Materials provide sufficient information to enable each holder of Senior Notes Claims to duly participate in the Equity Rights Offering,

3. The timeline for the Equity Rights Offering as set forth in the Motion is hereby approved. The Subscription Commencement Date is hereby set as **March 7, 2025**, and the Subscription Expiration Deadline is hereby set as **April 9, 2025 at 4:00 p.m. (prevailing Central Time)**. The Subscription Period affords a reasonable period of time for holders of Senior Notes Claims to make an informed decision regarding whether to exercise their Subscription Rights and participate in the Equity Rights Offering.

4. Any holder of Senior Notes Claims intending to participate in the Equity Rights Offering must affirmatively make a binding election to exercise its Subscription Rights on or prior to the Subscription Expiration Deadline and must otherwise timely satisfy each of the terms and conditions set forth in the Equity Rights Offering Procedures and other Equity Rights Offering Materials. Holders of Senior Notes Claims will be deemed to have relinquished and waived all rights to participate in the Equity Rights Offering to the extent such holders fail to timely satisfy each of the terms and conditions set forth in the Rights Offering Procedures and Equity Rights Offering Materials.

5. Except as provided in the Backstop Agreement, the Subscription Rights are not detachable or otherwise transferable separately from the corresponding Senior Notes for which such Subscription Rights were issued, and the Subscription Rights, together with the applicable Senior Notes with respect to which such Subscription Rights were issued, will trade together and be evidenced by the underlying Senior Notes until the Subscription Expiration Deadline; provided that following the exercise of any Subscription Rights, the holder thereof will be prohibited from transferring or assigning the Senior Notes corresponding to such Subscription Rights unless and until the Rights Offering is terminated. Except as provided in the Backstop Agreement, any Senior Notes transferred or assigned after the Subscription Expiration Deadline will not be transferred or assigned with the Subscription Rights attached.

6. The Equity Rights Offering Materials and the provisions of this Order, including all findings herein, shall be effective and binding upon all parties in interest in these chapter 11 cases.

7. The Common Equity Convenience Buyout Procedures are hereby approved. Holders of Senior Notes Claims who wish to participate in the Common Equity Convenience

Buyout must tender all of their Senior Notes Claims into a contra-CUSIP by the Cash Option Deadline. Any holder of a Senior Notes Claim who does not tender their Senior Notes Claims into a contra-CUSIP by the Cash Option Deadline may not be permitted to participate in the Senior Notes Claim Cash Option and shall receive the Senior Notes Claim Equity Recovery on behalf of such allowed Senior Notes Claims on the Effective Date. Further, any holder of a Senior Notes Claim who does not vote to accept the Plan will not be permitted to elect the Senior Notes Claim Cash Option, absent the consent of the Debtors and the Required Consenting Senior Noteholders.

8. The Senior Notes Claim Cash Option Election Notice, substantially in the form attached hereto as **Exhibit C**, is hereby approved. The Senior Notes Claim Cash Option Election Notice provides sufficient notice to Holders of Senior Notes Claims about their option to receive either the Senior Notes Claim Equity Recovery or the Senior Notes Claims Cash Option on account of their allowed Senior Notes Claims. The Senior Notes Claim Cash Option Election Notice further provides sufficient notice as to how Holders of Senior Notes Claims may elect the Senior Notes Claims Cash Option.

9. The Debtors are authorized to distribute the Equity Rights Offering Materials and the Senior Notes Claims Cash Option Election Notice to holders of Senior Notes Claims.

10. Any holder of an allowed Senior Notes Claim who has already exercised such holder's right to participate in the Equity Rights Offering will not be permitted to participate in the Common Equity Convenience Buyout as a Cash Option Participant. Any holder of an allowed Senior Notes Claim who has already exercised such holder's right to participate in the Common Equity Convenience Buyout as a Cash Option Participant will not be permitted to participate in the Equity Rights Offering.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

12. The relief requested in the Motion is necessary to avoid immediate and irreparable harm. Therefore, the Motion is granted notwithstanding the general provisions of Bankruptcy Rule 6003.

13. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Signed: March 06, 2025

Alfredo R Pérez
United States Bankruptcy Judge

Exhibit A

Equity Rights Offering Procedures

CUTERA, INC.
RIGHTS OFFERING PROCEDURES

Pursuant to the *Joint Prepackaged Chapter 11 Plan of Reorganization of Cutera, Inc. and its Affiliated Debtors* (as such plan of reorganization may be amended or modified from time to time, the "Plan") of Cutera, Inc. and Crystal Sub, LLC (each a "Debtor" and together, the "Debtors"), each holder of Allowed Claims in Class 3 (Senior Notes Claims) (each holder of Claims in Class 3, an "Eligible Holder") is being granted rights (the "Subscription Right") to purchase shares of Reorganized Common Equity issued by Reorganized Cutera.

These Rights Offering Procedures[1] relate to the Rights Offering for the Rights Offering Securities. In lieu of participation in the Rights Offering, among other things, Eligible Holders will have the option to choose to participate in the Cash-Out Offering (as described in the Backstop Commitment Agreement and as will be further described in a subscription form for the Cash-Out Offering).

The offering, issuance, and distribution of the Reorganized Common Equity under the Plan, including in connection with the Rights Offering, shall be exempt from registration requirements under Securities Act of 1933, as amended (the "Securities Act"), or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the Reorganized Common Equity is being offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the Reorganized Common Equity is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such Reorganized Common Equity may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

None of the Subscription Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

Each of the (i) Rights Offering Securities distributed and issued by Reorganized Cutera upon the exercise of Subscription Rights pursuant to the Rights Offering, (ii) shares of Reorganized Common Equity distributed and issued by Reorganized Cutera to the Commitment Parties on account of the Put Option Premium, and (iii) shares of Reorganized Common Equity distributed and issued to the holders of Allowed Senior Notes Claims on account of such Claims is being distributed in reliance upon the exemption from registration requirements under the Securities Act provided in section 1145(a) of title 11 of the Bankruptcy Code (collectively, the "1145 Securities").

Each of the (i) Direct Allocation Securities distributed and issued by Reorganized Cutera to the Direct Allocation Parties, (ii) the Backstop Commitment Securities distributed and issued by Reorganized Cutera to the Backstop Parties on account of the RO Backstop Commitments and (iii) Cash-Out Issued Equity distributed and issued by Reorganized Cutera to the Backstop Parties on account of the Cash-Out Backstop Commitments (collectively, the "4(a)(2) Securities") are being offered, issued,

[1] Terms capitalized but not immediately defined shall have the meanings ascribed to such terms elsewhere in these Rights Offering Procedures or in the *Backstop Commitment Agreement* among Cutera, Inc. and the "Commitment Parties" named therein, dated as of March 4, 2025 (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").

and distributed to certain Commitment Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act, or another available exemption and will be "restricted securities" within the meaning of Rule 144 under the Securities Act. To be eligible to receive any 4(a)(2) Security, you must be an Eligible Holder and certify your status as an "Accredited Investor" or "Qualified Institutional Buyer" in the Subscription Form.

Resales of Reorganized Common Equity issued to "underwriters," and resales of 4(a)(2) Securities will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement Relating to the Plan (as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, the "<u>Disclosure Statement</u>"), entitled "Important Securities Law Disclosure." You should consult your legal advisor with respect to the consequences of holding "restricted securities," including any relevant transfer limitations thereon.

The Subscription Rights are not detachable or otherwise transferable separately from the corresponding Senior Notes for which such Subscription Rights were issued. Any such transfer shall void the Subscription Right, and neither the transferring party nor the purported transferee will receive any Rights Offering Securities except as otherwise may be permitted in the Disclosure Statement or Backstop Commitment Agreement. The Subscription Rights, together with the applicable Senior Notes with respect to which such Subscription Rights were issued, will trade together and be evidenced by the underlying Senior Notes until the Subscription Form and Funding Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Senior Notes; <u>provided</u> that following the exercise of any Subscription Rights, the holder thereof shall be prohibited from transferring or assigning the Senior Notes corresponding to such Subscription Rights unless and until the Rights Offering in which Subscription Rights were exercised is terminated.

Any Senior Notes transferred or assigned after the Subscription Form and Funding Deadline will not be transferred or assigned with the Subscription Rights attached.

The Rights Offering Securities are available only to Eligible Holders, and any invitation, offer, or agreement to subscribe or purchase will be entered into only with Eligible Holders. No offer or invitation to subscribe or purchase is being made to any person who is not an Eligible Holder, and no such person should act or rely on any offer or invitation to subscribe or purchase Rights Offering Securities.

The Debtors, through their agents, distributed a Disclosure Statement in connection with the Debtors' solicitation of votes to accept or reject the Plan. The Disclosure Statement sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Holder prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "<u>Rights Offering Agent</u>"). The Disclosure Statement is also available on the case website at: https://www.veritaglobal.net/cutera.

The distribution or communication of these Rights Offering Procedures and the issuance of the Reorganized Common Equity in certain jurisdictions may be restricted by applicable law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Reorganized

Common Equity may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription, or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval, or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Reorganized Common Equity offered hereby has not been approved or disapproved by or registered with the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

The Rights Offering is being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

<u>THE DEBTORS STRONGLY RECOMMEND THAT ALL ELIGIBLE HOLDERS VOTE TO ACCEPT THE PLAN AND SUPPORT CONFIRMATION OF THE PLAN.</u>

Eligible Holders should note the following times relating to the Rights Offering:

Date	**Calendar Date**	**Event**
Subscription Commencement Date.....................	[Date of Entry of Solicitation Procedures Order], 2025 (or as soon as reasonably practicable thereafter)	Commencement of the Rights Offering and the first date on which Eligible Holders may exercise Subscription Rights.
Subscription Tender Deadline...	4:00 p.m. Central Time on [April 9], 2025	The deadline for Eligible Holders to tender the Senior Notes via DTC's ATOP system.
Subscription Form and Funding Deadline..............	4:00 p.m. Central Time on [April 9], 2025	The deadline for all Eligible Holders (including Commitment Parties) to submit a completed Subscription Form with (i) an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable and (ii) the "VOI" reference number generated by the previous tender of Senior Notes into ATOP and applicable supporting documentation to the Rights Offering Agent. The deadline for all Eligible Holders that are not Commitment Parties, to deliver their Aggregate Share Purchase Price to the **<u>Rights Offering Agent</u>.** *For Commitment Parties Only:* Eligible Holders that are Commitment Parties must deliver the Aggregate Purchase Price to the **<u>Subscription Agent</u>** no later than the Deposit Deadline in accordance with the terms of the Backstop Commitment Agreement.

To Eligible Holders and Nominees of Eligible Holders:

Cutera, Inc. and Crystal Sub, LLC (each a "Debtor" and together, the "Debtors")[2] are pursuing a proposed financial restructuring of their existing debt and other obligations to be effectuated in accordance with the terms and conditions set forth in the *Restructuring Support Agreement*, entered into between the Debtors and the Consenting Senior Noteholders on March 4, 2025 (as amended, supplemented, or otherwise modified from time to time, the "RSA"). Pursuant to the RSA, the Debtors will proceed with the restructuring transactions described in the Plan, including a rights offering for shares of Reorganized Common Equity in an aggregate amount of $16,500,000 (the "Rights Offering," and such shares, the "Rights Offering Securities") and an issuance of shares of Reorganized Common Equity to the Direct Allocation Parties (as defined in the Backstop Commitment Agreement) in an aggregate amount of $ 13,500,000 for total equity commitments of $30,000,000. **Eligible Holders that are not Commitment Parties may elect to participate in (i) either the Rights Offering or the Cash-Out Offering (as described in the Backstop Commitment Agreement) (but not both the Rights Offering and the Cash-Out Offering) or (ii) neither the Rights Offering nor the Cash-Out Offering. Eligible Holders that elect to participate in the Cash-Out Offering will only receive Reorganized Common Equity in the event that the Common Equity Convenience Buyout Cap is reached. If the Common Equity Convenience Buyout Cap is reached, each Holder electing to participate in the Cash-Out Offering will receive the number of Cash-Out Shares of such Holder that were reduced in accordance with the Cash-Out Reduction as set forth in the Plan.**

Pursuant to the Plan, each Eligible Holder has a right (but not the obligation) to participate in the Rights Offering in accordance with the terms and conditions of these Rights Offering Procedures. Each Eligible Holder will receive rights to subscribe for its *pro rata* share of the Rights Offering Securities. If you choose to participate in the Cash-Out Offering in lieu of participating in the Rights Offering, please follow the instructions in the notice regarding the Cash-Out Offering and the Common Equity Convenience Buyout Procedures and tender your Senior Notes to the appropriate envelope through ATOP.

To participate in the Rights Offering, each Eligible Holder must timely and properly arrange for its nominee, broker, or other DTC participant (each, a "Nominee") to tender all of such holder's Senior Notes via the Automated Tender Offer Program ("ATOP") of the Depository Trust Company ("DTC") prior to the Subscription Form and Funding Deadline. To validly exercise its Subscription Rights, each Eligible Holder must return a duly completed and executed subscription form (such form to be completed by Eligible Holders, a "Subscription Form") (with the accompanying applicable tax form and any other information and materials required to be submitted in accordance with the applicable Subscription Form(s)) to its Nominee (or otherwise follow the directions of its Nominee), so that such documents are actually received by the Rights Offering Agent by the Subscription Form and Funding Deadline. If you hold your Senior Notes through more than one Nominee, you must complete and return a separate Subscription Form to each applicable Nominee. You may not aggregate positions held by different Nominees on a single Subscription Form.

As part of the exercise process, following the exercise of Subscription Rights, the Senior Notes that are held through DTC and the other relevant depositories will be frozen from trading, as described below. All Eligible Holders of Senior Notes must cause their Nominee to process and deliver the underlying Secured Notes through ATOP and complete and submit all the information required in connection with such delivery. **By giving the instruction to its Nominee to submit the underlying Senior Notes through ATOP, the Eligible Holder is (i) authorizing its Nominee to exercise all Subscription Rights associated with the amount of the Senior Notes as to which the instruction pertains and (ii) certifying that it understands that, once submitted, the underlying Senior Notes will be frozen from**

[2] The Debtors' service address in this Chapter 11 Case is 3240 Bayshore Blvd, Brisbane, CA 94005.

trading, as applicable, until the Plan Effective Date, at which point the Eligible Holder will receive the applicable number of shares of Reorganized Common Equity, and the underlying Senior Notes will be cancelled pursuant to the Plan. However, Eligible Holders are permitted to designate Affiliates to receive the Reorganized Common Equity without the need to transfer any Senior Notes to such Affiliate (including any controlled investment affiliates).

The amount of time necessary for a Nominee to process and deliver underlying Senior Notes via DTC's ATOP system is variable, and Eligible Holders are urged to consult with their Nominees to determine the necessary deadline to return their beneficial holder subscription instructions. Failure to submit such beneficial holder subscription instructions on a timely basis may result in forfeiture of an Eligible Holder's rights to participate in the Rights Offering. None of the Debtors, Reorganized Debtors, Rights Offering Agent, or Commitment Parties will have any liability for any such failure.

Delivery of Senior Notes via DTC's ATOP system shall be the only acceptable means for an Eligible Holder to exercise the Subscription Rights associated with such Senior Notes. For the avoidance of doubt, because Subscription Rights will be exercised through the tendering (*i.e.*, presentment) of the Senior Notes through DTC's ATOP system, there is no applicable "record date." The Subscription Rights will trade with the underlying Senior Notes through the Subscription Form and Funding Deadline**; provided that following the exercise of any Subscription Rights, the holder thereof shall be prohibited from transferring or assigning the Senior Notes corresponding to such Subscription Rights unless and until the Rights Offering is terminated**.

Payment of the Aggregate Share Purchase Price (as defined below) with respect to Eligible Holders that are not Commitment Parties must be made to the Rights Offering Agent on or before the Subscription Form and Funding Deadline either by the Eligible Holder or its Nominee, by wire transfer ONLY of immediately available funds in accordance with the directions in the Subscription Form(s). Commitment Parties must provide the Aggregate Purchase Price to the Subscription Agent in the manner specified in the Backstop Commitment Agreement by the Deposit Deadline.

No Eligible Holder shall be entitled to participate in the Rights Offering unless the Aggregate Share Purchase Price for the Rights Offering Securities it subscribes for is received by the Rights Offering Agent by the Subscription Form and Funding Deadline (or in the case of a Commitment Party, the Deposit Deadline). Any Eligible Holder submitting payment must coordinate such payment in sufficient time to forward such payment to the Rights Offering Agent by the Subscription Form and Funding Deadline (or in the case of a Commitment Party, the Deposit Deadline). No interest is payable to the Eligible Holders on any advanced funding of any Purchase Price. If the Rights Offering is terminated for any reason, the Aggregate Share Purchase Price previously received by the Rights Offering Agent will be returned to Eligible Holders as provided in Section 9 hereof. No interest will be paid on any returned Purchase Price.

To participate in the Rights Offering, an Eligible Holder must complete all of the applicable steps outlined below. If all of the applicable steps outlined below are not completed by the relevant deadline, an Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

1. General Provisions Applicable to the Rights Offering

There will be no oversubscription privilege in the Rights Offering. Any Rights Offering Securities that are unsubscribed by the Eligible Holders entitled thereto will not be offered to other Eligible Holders but will be purchased by the Backstop Parties in accordance with the Backstop Commitment Agreement.

Any Eligible Holder that subscribes for Rights Offering Securities will be subject to restrictions under the Securities Act on its ability to resell those securities to the extent that such Eligible Holder is an underwriter. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement, in the section titled "Important Securities Law Disclosure."

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM(S) ARE IRREVOCABLE UPON RECEIPT BY THE RIGHTS OFFERING AGENT, UNLESS THE RIGHTS OFFERING AGENT CONSENTS, IN WRITING, TO ALLOW REVOCATION SOLELY FOR THE PURPOSE OF CURING ADMINISTRATIVE OR CLERICAL ERRORS.

In the event of any conflict between these Rights Offering Procedures and the terms of the Backstop Commitment Agreement, the terms of the Backstop Commitment Agreement will control.

2. Rights Offering and the Backstop

Eligible Holders that are not Commitment Parties have the right, but not the obligation, to participate in the Rights Offering, and such Eligible Holders shall receive rights to subscribe for their *pro rata* portion of the Rights Offering Securities. Commitment Parties are required to fulfill their respective obligations under the Backstop Commitment Agreement.

The purchase price for each share of Rights Offering Securities shall be $7.55[3] per share (the "Share Purchase Price" and the aggregate Share Purchase Price payable by each Eligible Holder for its shares of Reorganized Common Equity, the "Aggregate Share Purchase Price") calculated at a 35.0% discount to the pre-Rights Offering plan equity value, plus the proceeds from the shares of Reorganized Common Equity sold in the Rights Offering and to the Direct Allocation Parties.[4] For each $1,000 in face amount of your Senior Notes, Eligible Holders will be eligible to subscribe for 5.09276 shares of Reorganized Common Equity. **By following the calculations on the Subscription Form, each Eligible Holder will be able to calculate its Aggregate Share Purchase Price.**

Subject to the terms and conditions of the Backstop Commitment Agreement, each Commitment Party is obligated (i) to honor its Rights Offering Commitments, (ii) to purchase its Backstop Commitment Percentage (as defined in the Backstop Commitment Agreement) of the Rights Offering Securities that are not subscribed by the Eligible Holders in the Rights Offering, (iii) to purchase its Backstop Commitment Percentage (as defined in the Backstop Commitment Agreement) of the Cash-Out Issued Equity that is issued by Reorganized Cutera pursuant to the Cash-Out Offering, and (iv) to honor its Direct Allocation Commitments.

3. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Form and Funding Deadline. Each Eligible Holder intending to purchase Rights Offering

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[3] Assumes that the number of shares of Reorganized Common Equity issued on the Plan Effective Date will be 10,000,000, which shares will be subject to dilution by any shares of Reorganized Common Equity issued on account of the Management Incentive Program.

[4] The implied equity value is based upon Reorganized Cutera's projected net debt less excess cash as of the Plan Effective Date.

Securities in the Rights Offering must tender the relevant portion of such holder's Senior Notes into DTC's ATOP system prior to the Subscription Form and Funding Deadline and affirmatively elect to exercise its Subscription Rights in the manner set forth in the applicable Subscription Form(s) and, for Eligible Holders that are not Commitment Parties, deliver their Aggregate Share Purchase Price by the Subscription Form and Funding Deadline.

Any exercise of Subscription Rights by an Eligible Holder after the Subscription Form and Funding Deadline will not be allowed and any purported exercise received by the Rights Offering Agent after the Subscription Form and Funding Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Debtors shall have the discretion, with the prior written consent of the Requisite Commitment Parties, to allow any exercise of Subscription Rights after the Subscription Form and Funding Deadline.

The Subscription Form and Funding Deadline may be extended by the Debtors with the prior written consent of the Requisite Commitment Parties, or as required by law.

The method of delivery of the applicable Subscription Form, and/or any other required documents is at each Eligible Holder's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of the applicable Subscription Form, or other required documents at or prior to the Subscription Form and Funding Deadline. Each Eligible Holder (other than any Commitment Party) must coordinate timely payment of its Aggregate Share Purchase Price with respect to the Rights Offering prior to the Subscription Form and Funding Deadline.

4. Delivery of Subscription Documents

Each Eligible Holder that is not a Commitment Party may exercise all (but not some) of such Eligible Holder's Subscription Rights, but subject to the terms and conditions contained herein. Commitment Parties are required to fulfill their obligations under the Backstop Commitment Agreement.

To facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Forms and these Rights Offering Procedures will be sent to Eligible Holders at that time, together with appropriate instructions for the proper completion, due execution, and timely delivery of the executed Subscription Form(s) and the payment of the Aggregate Share Purchase Price and Aggregate Purchase Price, as applicable.

5. Exercise of Subscription Rights

(a) To exercise an Eligible Holder's Subscription Rights, such Eligible Holder's Nominee must tender all of its of Senior Notes as to which the Subscription Rights pertain into DTC's ATOP system to the appropriate account maintained by the Rights Offering Agent with DTC prior to the Subscription Form and Funding Deadline. Bulk tenders are not permitted.

(b) In addition to exercising an Eligible Holder's Subscription Rights as provided in Section 5(a), each Eligible Holder must return duly completed and executed Subscription Form(s) (with the accompanying applicable tax form and any other information and materials required to be submitted in accordance with the applicable Subscription Form(s)) to its Nominee (or otherwise follow the directions of its Nominee), so that such documents are actually received by the Rights Offering Agent by the Subscription Form and Funding Deadline. If there is a discrepancy between the amount of Senior Notes set forth in the Subscription Form(s) and the amount(s) of Senior Notes delivered via DTC's ATOP system, the amount(s) of Senior Notes delivered via DTC's ATOP system shall control.

The above conflict resolution provisions apply, even in the event of a miscalculation on the part of the Eligible Holder.

(c) To exercise an Eligible Holder's Subscription Rights, such Eligible Holder must also pay the applicable Aggregate Share Purchase Price or Aggregate Purchase Price:

(i) in the case **<u>of all Eligible Holders other than the Commitment Parties</u>**, on or before the Subscription Form and Funding Deadline either by the Eligible Holder or its Nominee, by wire transfer to the **Rights Offering Agent** ONLY of immediately available funds in accordance with the directions in the Subscription Form; or

(ii) in the case of **<u>Commitment Parties</u>**, on or before the Deposit Deadline in accordance with the terms of the Backstop Commitment Agreement, by wire transfer to the **Subscription Agent** ONLY of immediately available funds in accordance with wire instructions included in the Subscription Form.

(d) Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures and, in the case of any Commitment Party, the Backstop Commitment Agreement, such exercise will be irrevocable. **Following the exercise of any Subscription Rights, the holder thereof shall be prohibited from transferring or assigning the Senior Notes corresponding to such Subscription Rights unless and until the Rights Offering is terminated.**

(e) All Holders of Reorganized Common Equity, whether issued through the Rights Offering or otherwise, shall be deemed to be a party to, and bound by, the New Shareholders Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

6. Subscription Payments

(a) Subject to <u>Section 13</u> hereof, in the event that the funds received by the Rights Offering Agent from any Eligible Holder are less than the Aggregate Share Purchase Price determined by the applicable ATOP submission(s), the subscription will be rejected and the funds will be returned at a later day without interest.

(b) The cash paid to the Rights Offering Agent in accordance with these Rights Offering Procedures will be deposited and held by the Rights Offering Agent in one or more segregated accounts until (i) released to Cutera or Reorganized Cutera in connection with the settlement of the Rights Offering on the Plan Effective Date or (ii) returned to the Eligible Holder as required by <u>Section 9</u>. The Rights Offering Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Rights Offering Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

(c) If (i) an Eligible Holder is not permitted to participate in the Rights Offering because such Eligible Holder failed to comply with the Rights Offering Procedures, and (ii) such Eligible Holder has delivered the applicable Aggregate Share Purchase Price (or any portion thereof) to the Rights Offering Agent, then such Aggregate Share Purchase Price (or any portion thereof) shall be refunded to such Eligible Holder, without interest, at a later date.

7. Deemed Representations and Acknowledgements

Any Eligible Holder exercising Subscription Rights, and any affiliate of such Eligible Holder that is identified by such Eligible Holder pursuant to Section 12 hereof, shall be deemed to have made the following representations and acknowledgements:

(a) Such Person is an Eligible Holder.

(b) The exercise of the Subscription Rights is and shall be irrevocable; provided, that nothing in these Rights Offering Procedures shall amend, modify, or otherwise alter the right of the Requisite Commitment Parties to terminate the Backstop Commitment Agreement pursuant to the terms of the Backstop Commitment Agreement.

(c) Such Eligible Holder has read and understand the Rights Offering Procedures, the Subscription Form, the Plan, and the Disclosure Statement and understands the terms and conditions herein and therein and the risks associated with the Debtors and their businesses as described in the Disclosure Statement;

(d) Such Eligible Holder is not relying upon any information, representation, or warranty other than as expressly set forth in these Rights Offering Procedures, the Subscription Forms, the Plan, or the Disclosure Statement;

(e) Such Eligible Holder has consulted, to the extent deemed appropriate, with its own advisors as to the financial, tax, legal, and related matters concerning an investment in the Rights Offering Securities and on that basis believes that an investment in the Rights Offering Securities is suitable and appropriate for itself.

8. Transfer Restriction; Revocation

The Subscription Rights are not transferable separately from the corresponding Senior Notes for which such Subscription Rights were issued. Any Senior Notes traded after the Subscription Form and Funding Deadline will not be traded with the Subscription Rights attached. **Any such transfer shall void the Subscription Right, and neither the transferring party nor the purported transferee will receive any Rights Offering Securities except as otherwise may be permitted in the Disclosure Statement or Backstop Commitment Agreement.**

Once an Eligible Holder has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures, and the Backstop Commitment Agreement in the case of any Commitment Party, such exercise will be irrevocable.

9. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the RSA in accordance with its terms and (ii) termination of the Backstop Commitment Agreement in accordance with its terms. In the event that the Rights Offering is terminated other than through completion according to its respective terms, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in any event, within ten (10) Business Days after the date of termination, and any Senior Notes that have been tendered into ATOP will be returned to the applicable Eligible Holders, as promptly as reasonably practicable.

10. Settlement of the Rights Offering and Distribution of the Rights Offering Securities; Designations; Legends

(a) The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the simultaneous occurrence of the Plan Effective Date. The Rights Offering Securities will be issued directly to the Eligible Holder or its Designee in book-entry form on the books of Reorganized Cutera or Reorganized Cutera's transfer agent.

(b) Eligible Holders are permitted to designate an Affiliate to receive any Rights Offering Securities in accordance with Section 12 of these Rights Offering Procedures. If you are participating in the Rights Offering and intend to identify a Designee for your Rights Offering Securities, you **must** tender into ATOP and complete the relevant sections of your Subscription Form.

(c) To the extent any shares of Reorganized Common Equity are issued in reliance on the exemption from registration provided by Section 4(a)(2) under the Securities Act or another available exemption (other than the exemption under section 1145 of the Bankruptcy Code), each certificate evidencing such shares of Reorganized Common Equity and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the "Share Legend") in substantially the following form or containing substantively similar language:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], AND THE OFFER AND SALE OF THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND APPLICABLE STATE SECURITIES LAWS.

To the extent any uncertificated shares of Reorganized Common Equity are issued to an Eligible Holder pursuant to the Rights Offering in reliance on the exemption from registration provided by Section 4(a)(2) under the Securities Act or another available exemption (other than the exemption under section 1145 of the Bankruptcy Code), such shares of Reorganized Common Equity shall be subject to a restrictive notation substantially similar to the Share Legend in the stock ledger or other appropriate records maintained by Reorganized Cutera or agent and the term "Share Legend" shall include such restrictive notation.

The Reorganized Common Equity will also bear a legend indicating that the Reorganized Common Equity is subject to transfer restrictions set forth in the New Shareholders Agreement.

11. No Fractional Securities

No fractional Subscription Rights or Rights Offering Securities will be issued in the Rights Offering. All allocations of Rights Offering Securities will be calculated and rounded up or down to the nearest whole share. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded amounts.

12. Registration Information

The Rights Offering Securities will neither be made DTC-eligible nor allocated through DTC; rather, the Debtors will coordinate the issuance of the Rights Offering Securities directly on the books and records of Reorganized Cutera or Reorganized Cutera's transfer agent. To that end, as part of completing a subscription, each Eligible Holder will be required to provide the information needed for the registration of such Eligible Holder's Rights Offering Securities and the applicable tax form.

Any Eligible Holder can designate an Affiliate[5] to receive all or part of its Rights Offering Securities, and may further designate a Designee to fund all or part of its Aggregate Share Purchase Price or Aggregate Purchase Price by completing the "Designation" section of the Subscription Form; provided that nothing herein or in the Subscription Form shall modify or eliminate any right or obligation of a Commitment Party pursuant to the Backstop Commitment Agreement. Please note, any Designee will also need to confirm its eligibility to hold the Rights Offering Securities by completing the "Designee Certification" contained in the Subscription Form and must also provide the applicable registration information and the applicable tax form.

13. Validity of Exercise of Subscription Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors in consultation with the Requisite Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the prior written consent of the Requisite Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Subscription Rights. Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith in consultation with the Requisite Commitment Parties.

Before exercising any Subscription Rights, Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (a) the value of any Eligible Holder's Allowed Senior Notes Claims against the Debtors for the purposes of the Rights Offering and (b) any Eligible Holder's Rights Offering Securities, shall be made in good faith by the Debtors with the prior written consent of the Requisite Commitment Parties, and such calculations will be conclusive absent manifest error. Any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court. The Rights Offering Agent is not obligated to notify subscribers of any defects or irregularities pertaining to a submitted Subscription Form.

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[5] "Affiliate" means, with respect to any person, any other person controlled by, controlling or under common control with such person. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a person (whether through ownership of securities, by contract or otherwise). A Related Fund of any person shall be deemed to be the Affiliate of such person. "Related Fund" means, with respect to any person, any fund, account or investment vehicle that is controlled or managed by (i) such person, (ii) an Affiliate of such person, or (iii) the same investment manager, advisor or subadvisor as such person or an Affiliate of such investment manager, advisor or subadvisor.

14. Modification of Procedures

With the prior written consent of the Requisite Commitment Parties, the Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures, to effectuate the Rights Offering and to issue the Rights Offering Securities, provided, however, that the Debtors shall provide prompt written notice to each Eligible Holder of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date. In so doing, and subject to the prior written consent of the Requisite Commitment Parties, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Securities.

15. Inquiries; Rights Offering Agent

The instructions for Eligible Holders in the applicable Subscription Forms should be carefully read and strictly followed by the Eligible Holders.

Questions relating to the Rights Offering should be directed to the Rights Offering Agent as follows: (a) writing to Cutera Subscription c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling (877) 499-4509 (U.S./Canada toll free) or +1 (917) 281-4800 (international toll); or (c) emailing cuteraballots@veritaglobal.com or (please reference "Cutera Subscription" in the subject line).

The risk of non-delivery of all documents and payments is borne by the Eligible Holder electing to exercise its Subscription Rights and not the Debtors, the Rights Offering Agent, and the Commitment Parties.

16. Miscellaneous

(a) The Rights Offering Securities acquired by Eligible Holders validly participating in the Rights Offering shall be distributed in accordance with the distribution provisions contained in the Plan.

(b) There is not and there may not be a public market for the Rights Offering Securities, and the Debtors do not intend to seek any listing or quotation of the Rights Offering Securities on any stock exchange, other trading market or quotation system of any type whatsoever on the Plan Effective Date. Accordingly, there can be no assurance that an active trading market for the Rights Offering Securities will ever develop or, if such a market does develop, that it will be maintained.

(c) Notwithstanding anything to the contrary herein, nothing herein shall alter, modify, or affect any Commitment Party's rights or obligations under the Backstop Commitment Agreement. With respect to the Commitment Parties, in the event of any inconsistency between these Rights Offering Procedures and the Backstop Commitment Agreement, the Backstop Commitment Agreement shall govern.

The Subscription Form and Funding Deadline is 4:00 p.m. Central Time on [April 9], 2025 for Eligible Holders that are not Commitment Parties.

Commitment Parties must fund by the Deposit Deadline (as defined in the Backstop Commitment Agreement).

THE DEBTORS STRONGLY RECOMMEND THAT ALL ELIGIBLE HOLDERS VOTE TO ACCEPT THE PLAN AND SUPPORT CONFIRMATION OF THE PLAN.

Exhibit B

Subscription Form

CUTERA, INC. (THE "COMPANY")

SUBSCRIPTION FORM TO PURCHASE
PRO RATA SHARE OF RIGHTS OFFERING SECURITIES

THIS SUBSCRIPTION FORM RELATES SOLELY TO THE RIGHTS OFFERING.

This Subscription Form[1] is for use by the beneficial owners of: (a) 2.25% Convertible Senior Notes due 2026 issued under that certain *Indenture*, dated as of March 9, 2021, among the Company and U.S. Bank National Association (the "Trustee"), as trustee (as amended, restated, supplemented, or otherwise modified from time to time, and the notes issued thereunder, the "2026 Notes"); (b) 2.25% Convertible Senior Notes due 2028 issued under that certain *Indenture*, dated as of May 27, 2022, among the Company and the Trustee, as trustee (as amended, restated, supplemented, or otherwise modified from time to time, and the notes issued thereunder, the "2028 Notes"); and/or (c) 4.00% Convertible Senior Notes due 2029 under that certain *Indenture*, dated as of December 12, 2022, among the Company and the Trustee, as trustee (as amended, restated, supplemented, or otherwise modified from time to time, and the notes issued thereunder, the "2029 Notes," and together with the 2026 Notes and 2028 Notes, the "Senior Notes").

Subscription Tender Deadline. The deadline for the nominee, broker, or other DTC participant that holds your Senior Notes in "street name" (each, a "Nominee") to tender all of your Senior Notes via the Automated Tender Offer Program ("ATOP") of the Depository Trust Company ("DTC") is 4:00 p.m. Central Time on [April 9], 2025 (the "Subscription Tender Deadline").

Subscription Form and Funding Deadline. The deadline for Eligible Holders (including Backstop Parties) to submit a completed Subscription Form and for Eligible Holders that are not Backstop Parties to deliver their Aggregate Share Purchase Price is 4:00 p.m. Central Time on [April 9], 2025 (the "Subscription Form and Funding Deadline").

To participate in the Rights Offering, you must be a holder of Allowed Claims in Class 3 (Senior Notes Claims) (each holder of Claims in Class 3, an "Eligible Holder").

To exercise your Subscription Rights to purchase up to your pro rata share of the $19,250,000 of Reorganized Common Equity offered through the Rights Offering (such shares, the "Rights Offering Securities") you must complete this Subscription Form and instruct your Nominee to tender all of your Senior Notes via DTC's ATOP system ahead of the Subscription Tender Deadline. Failure to timely complete this process by the Subscription Tender Deadline may result in the waiver and forfeiture of your Subscription

[1] Terms capitalized but not immediately defined shall have the meanings ascribed to such terms elsewhere in this Subscription Form, the Rights Offering Procedures, or in the *Backstop Commitment Agreement* among Cutera, Inc. and the "Commitment Parties" named therein, dated as of March [●], 2025 (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").

Rights. Waiver and forfeiture of the Eligible Holder's Subscription Rights will result in the rejection of the electronic submissions through DTC's ATOP system.

Please allot sufficient time to coordinate with your Nominee, so that your completed Subscription Form includes the applicable ATOP numbers and wire detail and is actually received by the Rights Offering Agent on or before the Subscription Form and Funding Deadline. You must also include a completed and executed IRS Form W-9 or IRS Form W-8, as applicable.

Eligible Holders that are not Backstop Parties must also submit a wire transfer of their Aggregate Share Purchase Price, as calculated in Item 3 of this Subscription Form, to the Rights Offering Agent in accordance with the wire instructions on or before the Subscription Form and Funding Deadline. If any Rights Offering Securities are not purchased in the Rights Offering, they will be purchased by the Backstop Parties in accordance with the terms of the Backstop Commitment Agreement. Failure to submit your Subscription Form, applicable tax form, and/or wire payment of the Aggregate Share Purchase Price (as applicable) on or before the Subscription Form and Funding Deadline may result in the waiver and forfeiture of your Subscription Rights.

Further, in connection with the Rights Offering, Eligible Holders that are Backstop Parties must deliver the Aggregate Purchase Price to the Subscription Agent no later than the Deposit Deadline (as defined in the Backstop Commitment Agreement) in accordance with the terms of the Backstop Commitment Agreement.

All Holders of Reorganized Common Equity, whether issued through the Rights Offering or otherwise, shall be deemed to be a party to, and bound by, the New Shareholders Agreement and the other applicable New Organizational Documents, in accordance with their terms, without the requirement to execute a signature page thereto.

The issuance, and distribution of the Reorganized Common Equity under the Plan, including in connection with the Rights Offering, shall be exempt from registration requirements under Securities Act of 1933, as amended (the "Securities Act"), or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the Reorganized Common Equity is being offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the Reorganized Common Equity is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such Reorganized Common Equity may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

None of the Subscription Rights distributed in connection with the Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

Each of the (i) Rights Offering Securities distributed and issued by Reorganized Cutera upon the exercise of Subscription Rights pursuant to the Rights Offering, (ii) shares of Reorganized Common Equity distributed and issued by Reorganized Cutera to the Commitment Parties on account of the Put Option Premium, and (iii) shares of Reorganized Common Equity distributed and issued to the holders of Allowed Senior Notes Claims on account of such Claims is being distributed in reliance upon the exemption from registration requirements under the Securities Act provided in section 1145(a) of title 11 of the Bankruptcy Code (collectively, the "1145 Securities").

Each of the (i) Direct Allocation Securities distributed and issued by Reorganized Cutera to the Direct Allocation Parties, (ii) the Backstop Commitment Securities distributed and issued by Reorganized Cutera to the Backstop Parties on account of the RO Backstop Commitments and (iii) Cash-Out Issued Equity distributed and issued by Reorganized Cutera to the Backstop Parties on account of the Cash-Out Backstop Commitments (collectively, the "4(a)(2) Securities") are being offered, issued, and distributed to certain Commitment Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act, or another available exemption and will be "restricted securities" within the meaning of Rule 144 under the Securities Act. To be eligible to receive any 4(a)(2) Security, you must be an Eligible Holder and certify your status as an "Accredited Investor" or "Qualified Institutional Buyer" in this Subscription Form.

Resales of Reorganized Common Equity issued to "underwriters," and resales of 4(a)(2) Securities will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article VIII of the Disclosure Statement Relating to the Plan (as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Important Securities Law Disclosure." You should consult your legal advisor with respect to the consequences of holding "restricted securities," including any relevant transfer limitations thereon.

Participation in the Rights Offering is limited to Eligible Holders. The Rights Offering is available only to Eligible Holders, and any invitation, offer, or agreement to subscribe or purchase will be entered into only with Eligible Holders. No offer or invitation to subscribe or purchase is being made to any person who is not an Eligible Holder, and no such person should act or rely on any offer or invitation to subscribe or purchase Rights Offering Securities.

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the RSA in accordance with its terms and (ii) termination of the Backstop Commitment Agreement in accordance with its terms. In the event that the Rights Offering is terminated other than through completion according to its terms, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Holder as soon as reasonably practicable, but in any event, within ten (10) Business Days

after the date of termination, and any Senior Notes that have been tendered into ATOP will be returned to the applicable Eligible Holders, as promptly as reasonably practicable.

Please consult the Plan, the Disclosure Statement, and the Rights Offering Procedures for additional information with respect to this Subscription Form.

PLEASE FURTHER NOTE THAT SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE AFTER THE SUBSCRIPTION FORM AND FUNDING DEADLINE, UNLESS THE RIGHTS OFFERING AGENT CONSENTS, IN WRITING, TO ALLOW REVOCATION SOLELY FOR THE PURPOSE OF CURING ADMINISTRATIVE OR CLERICAL ERRORS.

<u>THE DEBTORS STRONGLY RECOMMEND THAT ALL ELIGIBLE HOLDERS VOTE TO ACCEPT THE PLAN AND SUPPORT CONFIRMATION OF THE PLAN.</u>

Item 1. Certification with Respect to the Rights Offering. To be able to receive a 4(a)(2) Security in the Rights Offering, please certify your status as an "Accredited Investor" or "Qualified Institutional Buyer" by checking the relevant box below. If none of these apply to you, please select the associated box (box number 4) indicating that you are not an "Accredited Investor" or "Qualified Institutional Buyer." If you check box number 4, you are not eligible to receive a 4(a)(2) Security. *Note*: If this section is left blank, you will be deemed ineligible to receive a 4(a)(2) Security.

1. ☐ Check this box if you are "accredited investor," as defined in Rule 501(a) promulgated under the Securities Act.

2. ☐ Check this box if you are a "Qualified Institutional Buyer," under the meaning given to it in Rule 144A of the Securities Act.

3. ☐ Check this box if neither of 1 or 2 apply to you.

Item 2. Backstop Parties.

☐ Check this box if you are a "Backstop Party" (as defined in the Backstop Commitment Agreement) or if your investment advisor, investment manager, sub-advisor, or manager of discretionary accounts on your behalf is a "Backstop Party."

☐ Check this box if you agree to make payment or cause to make payment in respect of the Rights Offering Securities to the Subscription Agent on or before the Deposit Deadline in accordance with the terms of the Backstop Commitment Agreement.

(ONLY CHECK THE ABOVE BOXES IF YOU ARE CERTAIN THESE APPLY TO YOU. IF YOU ARE UNSURE, DO NOT CHECK THESE BOXES AND PLEASE CONTACT THE RIGHTS OFFERING AGENT.)

Item 3. Calculating the Number of Rights Offering Securities to Which You Are Entitled to Subscribe / Collecting ATOP Confirmation Information, and the Aggregate Share Purchase Price for Rights Offering Securities.

Eligible Holders holding Senior Notes that are electing to participate in the Rights Offering must instruct their Nominees to electronically deliver all of their Senior Notes for which they are participating in the Rights Offering into DTC's ATOP platform and obtain the applicable ATOP confirmation number (also referred to as a "voluntary offering instruction" or "VOI") for inclusion on this Subscription Form.[2]

By tendering (or causing to be tendered) its Senior Notes into ATOP, the Eligible Holder is certifying that it (i) holds the relevant Senior Notes, (ii) is eligible to participate in the Rights Offering, and (iii) agrees to be bound by the terms of the Rights Offering.

[2] The Rights Offering Agent will use the DTC ATOP Confirmation Number listed below to match your Subscription Form to your Senior Notes tendered into ATOP.

Eligible Holders that participate are required to participate in the Rights Offering for the full amount of the Senior Notes held by such Eligible Holders. Backstop Parties are required to fulfill their obligations under the Backstop Commitment Agreement. Nominees must submit instructions on account of each of their Eligible Holder clients separately. "Bulk tenders" into ATOP are not permitted and will be rejected.

IMPORTANT NOTE: IF YOU HOLD YOUR SENIOR NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST COMPLETE AND RETURN A SEPARATE SUBSCRIPTION FORM TO EACH APPLICABLE NOMINEE. YOU MAY NOT AGGREGATE POSITIONS HELD BY DIFFERENT NOMINEES ON A SINGLE SUBSCRIPTION FORM.

In the chart below, insert the principal amount of Senior Notes held and electronically delivered through ATOP, and calculate the amount of Rights Offering Securities to which you are entitled to subscribe for each CUSIP held, and the applicable Aggregate Share Purchase Price. Please include the principal (face) amount of your Senior Notes only—do not include any accrued or unmatured interest. If you do not know the principal amount of your Senior Notes held, please contact your Nominee immediately.

Please note that the amount(s) below must be equal to the principal amount(s) of Senior Notes that your Nominee holds on your behalf and electronically delivers via ATOP. If there is a discrepancy between the amount(s) set forth in the chart below and the amount(s) delivered via ATOP, the amount(s) submitted through ATOP shall control. The above conflict resolution provisions apply, even in the event of a miscalculation on the part of the Eligible Holder.

The undersigned hereby certifies that it has electronically tendered the underlying Senior Notes via the ATOP through the identified Nominee, in at least the principal amount(s) set forth on the chart below. DTC ATOP Confirmation Numbers must be listed in the below chart prior to returning this Subscription Form to the Rights Offering Agent.

By submitting this Subscription Form, you are indicating that the undersigned Eligible Holder is agreeing to purchase (or cause to be purchased) the number of Rights Offering Securities indicated below on the terms and subject to the conditions set forth in the Rights Offering Procedures, in an amount up to the Aggregate Share Purchase Price calculated below (assuming the undersigned Eligible Holder is entitled to purchase the number of Rights Offering Securities indicated below).

Description of the Senior Notes	Principal Amount of Senior Notes Held, Tendered, and Participating in the Rights Offering		Rights Factor		Number of Rights Offering Securities		Price per Share	Share Purchase Price	DTC ATOP Confirmation Number (VOI) *(one ATOP Confirmation Number per CUSIP)*	DTC Participant Number	DTC Participant Name
2026 Notes (Unrestricted) CUSIP 232109AB4 ISIN US232109AB48	$_______	x	0.[●]	=	____________ (Round up/down to the nearest whole share, with 0.5 rounded up)	x	$[●]	____________ **Item 3a** (Round down to the nearest whole cent)			
2028 Notes (Unrestricted) CUSIP 232109AD0 ISIN US232109AD04	$_______	x	0.[●]	=	____________ (Round up/down to the nearest whole share, with 0.5 rounded up)	x	$[●]	____________ **Item 3b** (Round down to the nearest whole cent)			
2029 Notes (Unrestricted) CUSIP 232109AG3 ISIN US232109AG35	$_______	x	0.[●]	=	____________ (Round up/down to the nearest whole share, with 0.5 rounded up)	x	$[●]	____________ **Item 3c** (Round down to the nearest whole cent)			

Aggregate Share Purchase Price:	**$____________________** **(Insert sum of Items 3(a), 3(b) and 3(c))**
Aggregate Rights Offering Securities	____________________ **(Insert sum of Rights Offering Securities)**

Item 4. Payment and Delivery Instructions for Participating Eligible Holders (Other than Backstop Parties).

Payment of the Aggregate Share Purchase Price calculated pursuant to Item 3 above shall be made by wire transfer ONLY of immediately available funds. In addition, please note that payments cannot be aggregated, and one wire should be sent per Subscription Form submission.

Eligible Holders of Senior Notes who are not Backstop Parties must deliver full payment of the Aggregate Share Purchase Price so as to be received by the Rights Offering Agent by the Subscription Form and Funding Deadline or the subscription represented by such Eligible Holder's Subscription Form will not be recognized, and the associated Subscription Rights will be deemed forever relinquished and waived. Please note that the below instructions do not pertain to Backstop Parties, who will receive separate funding instructions at the appropriate time.

Wire Instructions:

Bank Name:	
Bank Address:	
ABA/Routing No.:	
SWIFT (for international wires):	
Account Name:	
Account No.:	
Reference:	[*Insert Form Number in memo field*]

Item 5. Wire information in the event a refund is needed:[3]

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

If refunds to more than one account are necessary, *i.e.* if a Designee (as defined below) makes a partial payment, please use the lines below to provide the other account details.

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Item 6. Registration Information.

THIS SECTION IS REQUIRED.

IF YOU FAIL TO COMPLETE THIS SECTION (INCLUDING THE "ACCOUNT TYPE" INFORMATION REQUESTED BELOW), THE RIGHTS OFFERING AGENT AND TRANSFER AGENT WILL BE UNABLE TO REGISTER THE APPLICABLE RIGHTS OFFERING SECURITIES IN YOUR NAME.

The Rights Offering Securities will neither be made DTC-eligible nor allocated through DTC; rather, the reorganized Company will coordinate the issuance of the Rights Offering Securities directly on the books and records of the reorganized Company or reorganized Company's transfer agent. **Please indicate on the lines provided below the name and address in which you would like the Rights Offering Securities to be registered (such registered holder, the "New**

[3] If payment of the Aggregate Share Purchase Price will be made by your Nominee on your behalf, the wire information in this Item 5 should be your Nominee's information, and any refund will be issued to your Nominee.

<u>Registered Shareholder</u>"). Please also indicate the applicable "account type" for the New Registered Shareholder at the end of this section.

New Registered Shareholder Name:[4] ______________________________

Address 1: ______________________________

Address 2: ______________________________

City, State, and Zip Code: ______________________________

Country: ______________________________

Telephone Number: ______________________________

E-Mail Address: ______________________________

U.S. Tax Identification Number: ______________________________

Check here if non-US (no TIN) ☐

<u>Account Type</u>. Please indicate the "account type" that may be used in connection with registration of your Subscribed Securities in the name of the New Registered Shareholder. Please check **<u>only one</u>** box:

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC,

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[4] Registration in the name of DTC or Cede & Co. is not permitted in this section. In addition, if the resulting securities are being registered to a trust, you must provide the name of the trustee and the trust date. Failure to provide this information will result in a delay in delivery of the resulting securities.

COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

<u>Item 7. Eligible Holder Certification</u>.

The undersigned Eligible Holder certifies that (i) as of the date hereof, the undersigned is the Eligible Holder of the Senior Notes set forth in Item 3 above and will continue to be the Eligible Holder thereof through the Subscription Form and Funding Deadline, (ii) the undersigned has received a copy of the Plan, the Disclosure Statement, and the Rights Offering Procedures, (iii) the undersigned understands that the exercise of its Subscription Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and Rights Offering Procedures, and (iv) the undersigned is attests to its representation set out in Item 1 above.

The undersigned Eligible Holder acknowledges that, by executing this Subscription Form, the undersigned has elected to subscribe for the amount of Rights Offering Securities associated with the amounts tendered through ATOP and designated under Item 3 above and will be bound to pay (or cause payment to be made) for the Rights Offering Securities it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

Date: ____

Name of Eligible Holder: ____

U.S. Federal Tax EIN/SSN (optional): ____________________________________

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature: ____

Name of Signatory: ____

Title: ____

Address:____

____

____

Telephone Number: ____

Email: ____

Item 8. Designation.

An Eligible Holder can designate an Affiliate (a "Designee") to receive all or part of its Rights Offering Securities and/or fund all or part of its Aggregate Share Purchase Price.[5] If you wish to utilize a Designee please complete the below registration information and certification. Please note, any Designee must also provide the applicable tax form.

(a) Amount of Designation.

If there is more than one Designee, complete a separate form for each Designee. You must specify the number of Rights Offering Securities for each designee.

Number of Shares of Rights Offering Securities:__________________________

Issue in the following Name: _____________________________

(b) Designee Registration Information.

The Rights Offering Securities will neither be made DTC-eligible nor allocated through DTC; rather, the Debtors will coordinate the issuance of the Rights Offering Securities directly on the books and records of the Company's transfer agent. **Please indicate on the lines provided below the name and address in which you would like the Rights Offering Securities to be registered (such registered holder, the "New Registered Shareholder"). Please also indicate the applicable "account type" for the New Registered Shareholder at the end of this section.**

[5] Elections pursuant to this Item 8 shall not modify or eliminate any right or obligation of a Backstop Party pursuant to the Backstop Commitment Agreement.

Designee Name:[6] ____

Address 1: ____

Address 2: ____

City, State, and Zip Code: ______________________________________

Country: ____

Telephone Number: ______________________________________

E-Mail Address: ______________________________________

U.S. Tax Identification Number: ______________________________

Check here if non-US (no TIN) ☐

Account Type. Please indicate the "account type" that may be used in connection with registration of your Rights Offering Securities in the name of the New Registered Shareholder. Please check **only one** box:

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING &

[6] Registration in the name of DTC or Cede & Co. is not permitted in this section. In addition, if the resulting securities are being registered to a trust, you must provide the name of the trustee and the trust date. Failure to provide this information will result in a delay in delivery of the applicable Rights Offering Securities.

FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

- ☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- ☐ TENANTS IN COMMON;
- ☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

(c) Designee Certification.

The undersigned Designee certifies that the undersigned is an Affiliate (as defined in the Rights Offering Procedures) of an Eligible Holder and the undersigned understands that the exercise of the Eligible Holder's Subscription Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and Rights Offering Procedures.

Date: ____

Name of Designee: ____

U.S. Federal Tax EIN/SSN (optional): ____________________________________

If Non-U.S. person, check here and attach appropriate IRS Form W- 8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

Signature: ____

Name of Signatory: ____

Title: ____

Address:____

____

____

Telephone Number: ____

Email: ____

PLEASE COMPLETE THIS SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W- 8, AS APPLICABLE) AND RETURN TO THE RIGHTS OFFERING AGENT.

IF YOU HOLD YOUR SENIOR NOTES THROUGH A NOMINEE, PLEASE RETURN THIS SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 OR APPROPRIATE IRS FORM W- 8) TO YOUR NOMINEE (OR AS OTHERWISE DIRECTED BY YOUR NOMINEE). DO NOT RETURN THIS SUBSCRIPTION FORM DIRECTLY TO THE RIGHTS OFFERING AGENT (UNLESS OTHERWISE DIRECTED TO DO SO BY YOUR NOMINEE).

Questions relating to the Rights Offering should be directed to the Rights Offering Agent as follows: (a) writing to Cutera Subscription c/o Kurtzman Carson Consultants, LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling (877) 499-4509 (U.S./Canada toll free) or +1 (917) 281-4800 (international toll); or (c) emailing cuteraballots@veritaglobal.com or (please reference "Cutera Subscription" in the subject line).

Nominees (or Eligible Holders that are instructed by their Nominees to return the Subscription Form directly to the Rights Offering Agent) must return the Subscription Form and the appropriate IRS tax form by no later than the Subscription Form and Funding Deadline to the following:

Cutera Subscription
Kurtzman Carson Consultants, LLC d/b/a Verita Global
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

or

via electronic mail (preferred method of delivery) at:

CuteraBallots@veritaglobal.com

Only choose one method of return. If you choose to return the applicable documents via electronic mail, do not follow up with hard copies.

THE DEBTORS STRONGLY RECOMMEND THAT ALL ELIGIBLE HOLDERS VOTE TO ACCEPT THE PLAN AND SUPPORT CONFIRMATION OF THE PLAN.

Exhibit C

Senior Notes Claim Cash Option Election Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: Cutera, Inc. *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90088 (ARP) (Joint Administration Requested)

SENIOR NOTES CLAIMS CASH OPTION ELECTION NOTICE FOR HOLDERS OF ALLOWED SENIOR NOTES CLAIMS

CLASS 3 – SENIOR NOTES CLAIMS

CUSIP 232109AB4 / ISIN US232109AB48

CUSIP 232109AD0 / ISIN US232109AD04

CUSIP 232109AG3 / ISIN US232109AG35

PLEASE CAREFULLY READ AND FOLLOW THE INSTRUCTIONS SET FORTH BELOW

THIS ELECTION (THE "SENIOR NOTES CLAIM CASH OPTION ELECTION") MUST BE MADE ON OR BEFORE APRIL 9, 2025 BY 4:00 P.M. (PREVAILING CENTRAL TIME) (THE "SENIOR NOTES CLAIMS CASH OPTION ELECTION DEADLINE") IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN THIS NOTICE

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[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Cutera, Inc. (2262) and Crystal Sub, LLC (6339). The Debtors' service address is 3240 Bayshore Boulevard, Brisbane, CA 94005.

This cash-out election notice (the "Senior Notes Claims Cash Option Election Notice") is being sent to holders of Allowed Senior Notes Claims against Cutera, Inc. and/or Crystal Sub, LLC (each, a "Debtor" and together, the "Debtors"). Pursuant to the *Joint Prepackaged Chapter 11 Plan of Reorganization of Cutera, Inc. and its Affiliated Debtors* (as such plan of reorganization may be amended, modified, or supplemented from time to time, the "Plan"),[2] if the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs under the terms of the Plan, in exchange for the full and final satisfaction, settlement, release, and discharge of its Allowed Senior Notes Claims, unless otherwise agreed by a Holder of an Allowed Senior Notes Claim, each Holder of an Allowed Senior Notes Claim shall receive, on the Effective Date (or as soon as practicable thereafter) either:

1. (A) its Pro-Rata Share of 100% of the Reorganized Common Equity, subject to dilution from the Equity Rights Offering, the Put Option Premium, and Management Incentive Plan; and (B) the right to participate in the Equity Rights Offering for its Pro-Rata Share of the Non-Holdback Rights Offering Amount ((A) and (B), collectively, the "Senior Notes Claim Equity Recovery"); or

2. if such Holder of an Allowed Senior Notes Claim elects to participate in the Common Equity Convenience Buyout (the "Senior Notes Claim Cash Option"), in lieu of all of its Senior Notes Claim Equity Recovery, (A) Cash in an amount (the "Senior Notes Claim Cash Amount") equal to the product of $5.00 (the "Common Equity Convenience Buyout Share Price") times the number of shares of Reorganized Common Equity such Holder was entitled to receive pursuant to clause (A) of the Senior Notes Claim Equity Recovery (the "Cash-Out Shares"), with the number of Cash-Out Shares of such Holder subject to reduction on a *pro rata* basis to ensure the aggregate Senior Notes Claim Cash Amount does not exceed the Common Equity Convenience Buyout Cap of $7,040,000 (the "Cash-Out Reduction") and (B) to the extent the Cash-Out Reduction occurs, shares of Reorganized Common Equity equal to the number of Cash-Out Shares of such Holder that were reduced in accordance with the Cash-Out Reduction;

provided that only those Holders which vote to accept the Plan are eligible to exercise the Senior Notes Claim Cash Option, absent the consent of the Debtors and the Required Consenting Senior Noteholders.

In accordance with this Senior Notes Claims Cash Option Election Notice and the Plan, any Holder of an Allowed Senior Notes Claim may elect to receive, subject to and effective as of the Effective Date, Cash in lieu of the Senior Notes Claim Equity Recovery such Holder would otherwise be entitled to receive under the Plan, by instead electing the Senior Notes Claim Cash Option in the Common Equity Convenience Buyout, solely at the option of such Holder of Allowed Senior Notes Claims, in an amount equal to the Senior Notes Claim Cash Amount, with the aggregate Cash amount payable to all such electing Holders of Allowed Senior Notes Claims not to exceed the Common Equity Convenience Buyout Cap. If the Common Equity Convenience Buyout Cap is reached, each Holder electing to participate in the Common Equity Convenience

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

Buyout will receive the number of Cash-Out Shares of such Holder that were reduced in accordance with the Cash-Out Reduction and the Plan. Any Holder who makes the Senior Notes Claim Cash Option Election will not be able to participate in the Equity Rights Offering.

Note: If you are an Equity Rights Offering Backstop Party, in accordance with the Equity Rights Offering Backstop Commitment Agreement, you are not eligible to elect the Senior Notes Claim Cash Option.

To the extent any Holder makes the Senior Notes Claim Cash Option Election, the Reorganized Common Equity that otherwise would have gone to such Holder pursuant to clause (A) of the Senior Notes Claim Equity Recovery less the number of Cash-Out Shares that were reduced in accordance with the Cash-Out Reduction will instead be issued and sold by Reorganized Cutera to the Equity Rights Offering Backstop Parties funding the Senior Notes Claim Cash Amount, for Cash equal to the aggregate Senior Notes Claim Cash Amount. For the avoidance of doubt, the Equity Rights Offering Backstop Parties shall not be required or authorized to fund more than an amount equal to the aggregate Common Equity Convenience Buyout Cap.

In order to make the Senior Notes Claim Cash Option Election with respect to all of its Allowed Senior Notes Claim, a Holder of an Allowed Senior Notes Claim will be required to tender all of its underlying Senior Notes into a contra-CUSIP established for purposes of the Senior Notes Claim Cash Option pursuant to DTC's ATOP procedures by the Senior Notes Claims Cash Option Election Deadline, **April 9, 2025 at 4:00 P.M. (prevailing Central Time)**, and the Senior Notes that are tendered into the contra-CUSIP will no longer be transferable or assignable unless and until the Common Equity Convenience Buyout is terminated. A Holder of an Allowed Senior Notes Claim cannot make the Senior Notes Claim Cash Option Election with respect to only a portion of its Allowed Senior Notes Claim. Senior Notes that are validly tendered into the contra-CUSIP will only be revocable upon the agent's approval, and only to allow the corrections of administrative or clerical errors.

Please note that, unless you affirmatively make a valid Senior Notes Claim Cash Option Election as set forth below, you will receive your Senior Notes Claim Equity Recovery on the Effective Date or as promptly as practicable thereafter. **IF YOU WISH TO RECEIVE YOUR SENIOR NOTES CLAIM EQUITY RECOVERY AND NOT PARTICIPATE IN THE EQUITY RIGHTS OFFERING, YOU DO NOT NEED TO TAKE ANY FURTHER ACTION. IF YOU WISH TO PARTICIPATE IN THE EQUITY RIGHTS OFFERING, PLEASE REFER TO THE EQUITY RIGHTS OFFERING PROCEDURES AND CORRESPONDING SUBSCRIPTION FORM FOR MORE INFORMATION ON HOW TO EXERCISE THE SUBSCRIPTION RIGHTS ISSUED IN CONNECTION WITH THE SENIOR NOTES CLAIM EQUITY RECOVERY.**

How to Make a Valid Senior Notes Claim Cash Option Election

If you wish to make a Senior Notes Claim Cash Option Election, you must instruct the broker, bank, or other nominee that holds your Senior Notes "in street name" at The Depository Trust Company ("DTC"), or the agent of such broker, bank, or other nominee (each of the foregoing, a "Nominee"), to submit an electronic instruction via DTC's Automated Tender Offer Program ("ATOP"), thereby tendering your Senior Notes into a contra-CUSIP established for purposes of the Senior Notes Claim Cash Option pursuant to DTC's ATOP procedures. **You are not required to deliver any paperwork either to your Nominee or to the Debtors** to effectuate the Senior Notes Claim Cash Option Election. The Senior Notes that are tendered into the contra-CUSIP will no longer be transferable.

For the avoidance of doubt, the sole means of effectuating the Senior Notes Claim Cash Option Election is to instruct your Nominee to tender all of your Senior Notes into the appropriate contra-CUSIP envelope by the Senior Notes Claims Cash Option Election Deadline. If you wish to make the Senior Notes Claim Cash Option Election, please contact your Nominee immediately and direct such Nominee to tender your Senior Notes into the applicable contra-CUSIP envelope on DTC's ATOP platform.

THE SENIOR NOTES CLAIMS CASH OPTION ELECTION DEADLINE IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 9, 2025.

If you have any questions about your holdings of Senior Notes or the process for tendering your Senior Notes, please contact your Nominee. Copies of the Plan, Disclosure Statement, and additional information regarding the Debtors' Chapter 11 Cases will be available at the Debtors' case information website maintained by their claims and noticing agent (the "Claims and Noticing Agent") at veritaglobal.net/cutera.

YOU MAY CONTACT THE CLAIMS AND NOTICING AGENT AT (888) 788-0109 OR, FOR INTERNATIONAL CALLERS, +1 (781) 575-2045, OR VIA EMAIL AT CUTERAINFO@VERITAGLOBAL.COM. PLEASE NOTE THAT THE CLAIMS AND NOTICING AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Tendering Senior Notes into ATOP / Causing Senior Notes to Be Tendered into ATOP.

By tendering all of your Senior Notes into the applicable contra-CUSIP envelope on ATOP (or causing such tender), you expressly, unequivocally, and irrevocably elect to exercise the Senior Notes Claim Cash Option for the full amount of the Senior Notes so tendered and receive the Senior Notes Claim Cash Amount in lieu of the Senior Notes Claim Equity Recovery on account of your entire Allowed Senior Notes Claim. Senior Notes that are validly tendered into the applicable contra-CUSIP can be withdrawn only upon the agent's approval and only to correct any administrative or clerical errors.

Not Tendering Senior Notes into ATOP / Not Causing Senior Notes to Be Tendered into ATOP.

By not tendering Senior Notes into the applicable contra-CUSIP envelope on ATOP (or not causing such tender), you will be deemed to have not made the Senior Notes Claim Cash Option Election and you will receive your Senior Notes Claim Equity Recovery for such Senior Notes. ***Please refer to the Equity Rights Offering Procedures and corresponding Subscription Form for more information on how to exercise the Subscription Rights issued in connection with the Senior Notes Claim Equity Recovery.***

The Debtors, through their agents, distributed a Disclosure Statement in connection with the Debtors' solicitation of votes to accept or reject the Plan. The Disclosure Statement sets forth important information, including risk factors, that you should carefully read and consider prior to making a decision to make the Senior Notes Claim Cash Option Election. Additional copies of the Disclosure Statement are available upon request from the Claims and Noticing Agent.

<u>IF YOU WISH TO MAKE THE SENIOR NOTES CLAIM CASH OPTION ELECTION, PLEASE CONTACT YOUR NOMINEE IMMEDIATELY</u>