

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 30, 2024

**AirSculpt Technologies, Inc.**  
(Exact name of Registrant as Specified in Its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-40973  
(Commission  
File Number)

87-1471855  
(IRS Employer  
Identification No.)

1111 Lincoln Road, Suite 802  
Miami Beach, Florida  
(Address of Principal Executive Offices)

33139  
(Zip Code)

(786) 709-9690  
(Registrant's Telephone Number, Including Area Code)

Not applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class:	Trading Symbol(s):	Name of Exchange on Which Registered:
Common Stock, \$0.001 par value per share	AIRS	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

In connection with the initial public offering of AirSculpt Technologies, Inc. (the “Company”), the Company entered into that certain Stockholders Agreement, dated November 2, 2021 (the “Stockholders Agreement”), by and between the Company, VSCP EBS Aggregator, LP (“VSCP”), Dr. Aaron Rollins, and JCBI II LLC.

The Stockholders Agreement grants to each of VSCP and Dr. Rollins, respectively, the right to designate a certain number of director nominees for election to the Company’s board of directors (the “Board”) at any meeting of the Company’s stockholders, subject to certain ownership thresholds (the “Board Composition Rights”). Pursuant to the Stockholders Agreement, the Company is required to nominate and recommend each such director nominee to be elected as a director of the Company, and to solicit proxies or consents in favor thereof.

Recently, in an opinion captioned *West Palm Beach Firefighters’ Pension Fund v. Moelis & Company* (“*Moelis*”), the Court of Chancery of the State of Delaware declared invalid certain rights that are similar to the Board Composition Rights. On July 30, 2024, the Company, VSCP and Dr. Rollins entered into that certain Amendment to Stockholders Agreement of AirSculpt Technologies, Inc., dated July 30, 2024 (the “Amendment”). The Amendment is effective immediately and provides that the Board and any committee thereof shall have no obligation to recommend a director nominee pursuant to the Board Composition Rights if the Board or such committee, in exercising its fiduciary duties to the Company and its stockholders, does not believe that such nominee should be elected to the Board.

A copy of the Amendment is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference, and the foregoing description of the Amendment is qualified in its entirety by reference thereto.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit No. Description**

[10.1](#) [Amendment to Stockholders Agreement of AirSculpt Technologies, Inc., dated July 30, 2024](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 2, 2024

**AirSculpt Technologies, Inc.**

By: /s/ Dennis Dean  
Name: Dennis Dean  
Title: Chief Financial Officer

*[Signature Page to the Form 8-K]*

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**AMENDMENT TO STOCKHOLDERS AGREEMENT**  
**OF AIRSCULPT TECHNOLOGIES, INC.**

This AMENDMENT (this "Amendment") is made this 30th day of July, 2024 to the STOCKHOLDERS AGREEMENT, dated November 2, 2021 (the "Agreement"), among AirSculpt Technologies, Inc., a Delaware corporation (the "Company"), and each of the other parties identified on the signature pages thereto (the "Holders"). Capitalized terms used but not defined in this Amendment have the meanings given them in the Agreement.

**RECITALS**

WHEREAS, the Company and the Holders desire to amend the Agreement to add fiduciary language to Section 2.1(a)(vi) of the Agreement.

WHEREAS, the Agreement provides that it can be amended by the Company, the Holders holding a majority of the shares of Common Stock then held by the Holders in the aggregate, the VSCP Investor and Rollins; and

WHEREAS, the undersigned constitute the Holders holding a majority of the shares of Common Stock then held by the Holders in the aggregate, the VSCP Investor and Rollins.

NOW, THEREFORE, the Agreement is amended as follows:

1. **Amendment to the Agreement.** The Agreement is hereby amended by replacing Section 2.1(a)(vi) in its entirety with the following:

“(vi) The Company shall take all Necessary Action to include in the slate of nominees recommended by the Board or any duly-authorized committee thereof for election at any meeting of stockholders called for the purpose of electing directors the persons designated pursuant to this Section 2.1 and to nominate and recommend each such individual to be elected as a Director as provided herein, and to solicit proxies or consents in favor thereof; provided, however, neither the Board nor any committee thereof shall have any obligation to recommend a nominee designated by a Principal Investor if the Board or such committee, in exercising their fiduciary duties to the Company and its stockholders, does not believe that such designee should be elected to the Board. The Company is entitled, solely for the purposes set forth in this Section 2.1(a)(vi), to identify such individual as a VSCP Designee or a Rollins Designee pursuant to this Agreement.”

2. **No Further Amendments.** Except to the extent amended hereby, the Agreement remains unmodified and in full force and effect.
3. **Governing Law.** This Amendment is governed by the laws of the State of Delaware, without regard to conflict of laws principles.
4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature page follows)

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Stockholders Agreement on the day and year first above written.

**AIRSCULPT TECHNOLOGIES, INC.**

By: /s/ Dennis Dean

Name: Dennis Dean

Title: Chief Financial Officer

**VSCP EBS AGGREGATOR, L.P.**

By: Vesey Street Capital Partners Healthcare GP, L.P., its General Partner

By: Vesey Street Capital Partners Healthcare UGP, LLC, its General Partner

By: /s/ Adam Feinstein

Name: Adam Feinstein

Title: Authorized Signatory

/s/ Aaron Rollins

Name: Aaron Rollins, M.D.

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