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**AGREEMENT FOR CONVERTIBLE NOTE**

This Agreement for Convertible Debenture (this "Agreement") is made and entered this 14<sup>th</sup> day of May, 2007, by and between Davi Skin, Inc., a Nevada corporation (together with its subsidiaries and affiliates, "Davi"), and Amin S. Lakha, a married man in his separate estate ("Lakha").

WHEREAS, Davi has requested, and Lakha is willing to provide, subject to the terms and conditions of this Agreement, certain financing for Davi's ongoing and proposed business operations and activities, and

WHEREAS, in consideration of such financing, Davi has proposed to give to Lakha a 9% Senior Secured Convertible Note in the stated principal amount of \$2,200,000 in the form of **Exhibit A** attached hereto, the terms of which are incorporated herein by this reference (the "Note"), to be secured by an Assignment and Security Agreement in the form of **Exhibit B** hereto, the terms of which are incorporated herein by this reference (the "Assignment and Security Agreement"), which instruments and terms are acceptable to Lakha; and

WHEREAS, the parties desire to memorialize the terms of their agreements and understandings, as set forth herein, now, therefore, it is hereby agreed by and between Davi and Lakha as follows:

1. Recitals True. Each of the foregoing recitals is true and incorporated into and made a part of this Agreement the same as though restated here in full.
2. Convertible Note. In consideration of the promises, representations, warranties and covenants of Davi made herein, and in exchange for delivery to Lakha of the Note, Lakha has agreed to loan and advance funds to Davi as provided in this Agreement. The Note shall be secured by Assignment and Security Agreement, which shall be executed by Davi and delivered to Lakha with the Note at the time of Lakha's funding of the Preliminary Advance.
3. Advancement of Funds. Upon the parties' full execution of this Agreement, Lakha agrees to make a first advance of funds to Davi pursuant to the Note in the amount of Two Hundred Thousand Dollars (\$200,000)(the "Preliminary Advance"). Repayment, accrual of interest and/or conversion of such obligation into Conversion Shares shall be governed by the terms of the Note. To induce Lakha to make the Preliminary Advance, Davi agrees that all funds to be received by Davi from and after the date hereof pursuant to the Letter Agreement between Davi and Constellation Wines U.S., Inc., which is in the form attached as Schedule E to that certain License Agreement between Waterford Wedgwood USA, Inc., and Robert Mondavi Company dated effective as of February 7, 2006, shall be deposited into and held in a separate depository account to be established by Lakha with Bank of America, which account shall be established with terms providing that no withdrawals shall be made therefrom except upon express instructions from Lakha, the funds held in such account to be held as additional security to Lakha for repayment of the Preliminary Advance (and as applicable the Initial Advance). Davi agrees to provide not later than five (5) business days after the date hereof written instructions to the parties under the aforementioned License Agreement to deposit all funds payable to Davi hereunder (including under Schedule E thereto) into said account, a copy of

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which instructions shall also be provided to Lakha. On or before June 8, 2007, Lakha shall determine, in his sole and absolute discretion, whether to make an additional advance to Davi pursuant to the Note of an additional Three Hundred Thousand Dollars (\$300,000) which, combined with the Preliminary Advance shall constitute the "Initial Advance" hereunder. Additional advances thereafter, up to the total principal amount of the Note, shall be subject to the absolute and sole discretion of Lakha, who shall have no obligation, express or implied, to make further advances. The Note shall be due and payable according to its terms with respect to the Preliminary Advance and, if applicable, the Initial Advance and any further advances made thereon by Lakha and any decision by Lakha, if made, not to make any additional advances shall not modify, amend, alter or in any other way affect the terms, conditions and provisions of the Note other than the principal balance thereon. If Lakha determines not to make any additional advance following the Preliminary Advance, or if any such additional advance or advances shall, with the Preliminary Advance, total less than the amount of the Initial Advance, then the terms of Sections 4.2 through 4.6 hereof shall not apply.

4. Consideration for Initial Advance. In consideration of and subject to Lakha's delivering funds to Davi in the aggregate amount of the Initial Advance, Davi hereby agrees to provide each of the following to Lakha:

4.1 The Note (which in any event shall be delivered to Lakha in consideration of the Preliminary Advance);

4.2 Two Hundred Thousand (200,000) shares of the common voting stock of Davi, Inc., transferred without additional consideration to Lakha by Hepburn Group;

4.3 Invitation to become a member of the Board of Directors of Davi (i.e., Davi hereby represents and warrants to Lakha that, upon Lakha's delivery of the Initial Advance to Davi, and in consideration therefor, shareholders of Davi with shares sufficient to do so shall elect Lakha to the Board of Directors of Davi);

4.4 Option to purchase 125,000 shares of common voting stock of Davi with an option price of \$.25 per share pursuant to Incentive Stock Option Agreement in the form of **Exhibit C** hereto;

4.5 Option to purchase additional 125,000 shares of common voting stock of Davi with an option price of \$.25 per share pursuant to assignment to Lakha by Carlo Mondavi of option rights held by Mondavi as evidenced by the letter agreement from Carlo Mondavi to Lakha, a true copy of which is attached as **Exhibit D** hereto, the terms of which shall be binding upon Davi the same as though restated here in full; and

4.6 Stock Purchase Warrants as described in Section 6 hereof proportionate to the amount of funds actually advanced by Lakha pursuant to the Note (i.e., if Lakha has advanced \$1,000,000 pursuant to the Note and is requested by Davi to make additional advances but declines to do so, Lakha shall have Stock Warrants to acquire 10/22nds of the number of shares of Davi provided for in the Stock Warrants on the terms of the Stock Warrants described and referred to in Section 6 and **Exhibit F** hereof).