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AGREEMENT FOR CONVERTIBLE NOTE

This Agreement for Convertible Debenture (this "Agreement") is made and entered this 14th 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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