Term Sheet for Bridge Financing

Company/Issuer	Provivi, Inc., a Delaware corporation ("the Issuer")
Location	1701 Colorado Ave., Santa Monica, CA 90404
Security	Convertible Promissory Notes (each a "Note" and together the "Notes"). The Notes shall be unsecured general obligations of the Issuer.
Amount of Financing	Up to a total of $30,000,000, with a minimum individual investment amount of $250,000 (unless a lower minimum investment amount is approved by the Issuer).
Purchasers	Various holders of the Series A, B, and C Preferred Stock of Issuer acting on their own account, and/or other Accredited Investors only (as defined in SEC Rule 501) (collectively, "the "Investors").
Interest Rate	Seven percent (7.0%) per annum (365-day basis).
Maturity Date	Unless earlier repaid or converted, outstanding principal and unpaid accrued interest on the Notes shall be due and payable upon request of both (i) the holders of a majority (by unpaid principal amount) of the Notes and (ii) each Investor holding Notes with a principal amount of at least $7,500,000 (collectively the "**Majority Holders**") made on or after the date which is 12 months from the initial closing ("Maturity Date").
Principal	The Issuer may issue one or more Notes, each with a principal amount equal to the dollar amount the Issuer receives from the Purchasers of such Notes.
No Prepayment	The Issuer may not pre-pay the Notes in whole or in part without the prior written consent of the Majority Holders.
Voluntary Conversion at the Maturity Date	In the event that the Notes remain outstanding on the Maturity Date, then the outstanding principal balance of the Notes and any unpaid accrued interest shall, upon the election of each Investor, convert into shares of the Issuer's Preferred Stock (for convenience, the "**Series C-3 Preferred**") at a conversion price equal to the quotient resulting from dividing (i) $350 million multiplied by the applicable Conversion Percentage (as defined below) (the "**Valuation Cap**") by (ii) the number of outstanding shares of common stock of the Issuer as of the Maturity Date (assuming conversion of all securities convertible into common stock and exercise of all outstanding options and warrants, but excluding the shares of equity securities of the Issuer issuable upon the conversion of the Notes or other indebtedness) and otherwise on the same terms and conditions as the existing Preferred Stock.

Automatic Conversion upon a Qualified Financing	In the event the Issuer consummates, while the Notes are outstanding, an equity financing pursuant to which it sells shares of its equity securities ("**Next Round Securities**") with an aggregate sales price of not less than $45,000,000, excluding any and all indebtedness under the Notes that is converted into Next Round Securities, and with the principal purpose of raising capital (a "**Qualified Financing**"), then all principal, together with all unpaid accrued interest under the Notes, shall automatically convert into shares of Next Round Securities at the cash price per share paid by the other purchasers of Next Round Securities in the Qualified Financing multiplied by the applicable Conversion Percentage (as defined below). The Issuer may, solely at its option, elect to convert the Notes into shares of a newly created series of capital stock having the identical rights, privileges, preferences and restrictions as Next Round Securities issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the conversion price; and (ii) the per share dividend, which will be the same percentage of the conversion price as applied to determine the per share dividends of new investors in the Qualified Financing relative to the purchase price paid by such investors.
Conversion Percentage	The Conversion Percentage shall initially be eighty percent (80%) on the date of issuance of a Note and shall decrease two percent (2%) per month for each month that such Note remains outstanding beyond six months, until reaching a floor of seventy percent (70%).
Voluntary Conversion at non-Qualified Financing	In the event the Issuer consummates, while the Notes remain outstanding, an equity financing pursuant to which it sells shares of Next Round Securities in a transaction that does not constitute a Qualified Financing, then each Investor shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein.
Acquisition	If the Issuer is acquired prior to the Qualified Financing, then at each Investor's option, either (i) such Investor shall receive a cash repayment equal to 2.0x the outstanding principal plus accrued interest, or (ii) such Investor's Note shall be converted into shares of Class A Common at a conversion price equal to the quotient resulting from dividing the Valuation Cap by the number of outstanding shares of common stock of the Issuer immediately prior to the acquisition (assuming conversion of all

	securities convertible into common stock and exercise of all outstanding options and warrants, but excluding the shares of equity securities of the Issuer issuable upon the conversion of the Notes or other indebtedness).
Default	If the Issuer suffers an Event of Default (as defined below), the Majority Holders may declare the Notes in default and immediately due and payable in full upon written notice to the Issuer. From that date forward, the Notes will bear interest at a rate ("Default Rate") of the lower of (i) the sum of the Interest Rate plus twelve percent (12%) per annum or (ii) the highest rate allowed by applicable law, until paid in full or converted. An Event of Default will occur if the Issuer: (i) fails to pay when due any principal or interest payment on the Maturity Date hereunder, and such payment shall not have been made within ten (10) days of the Issuer's receipt of the Holder's written notice to the Issuer of such failure to pay; (ii) materially breaches any other covenant contained in the Note and such failure continues for thirty (30) days after the Issuer receives written notice of such material breach from the Holder; (iii) voluntarily files for bankruptcy protection or makes a general assignment for the benefit of creditors; or (iv) is the subject of an involuntary bankruptcy petition and such petition is not dismissed within sixty (60) days.
Most Favored Nation	In the event the Issuer issues any additional promissory notes while the Notes remain outstanding, the Issuer will promptly provide the Investors with notice thereof, together with all documentation related to such issuance, and in the event Investor determines that any terms are more favorable that those set forth in the Note, upon written request the Issuer will amend such Investor's Note to include such requested preferable terms.
Conditions to Closing	Issuer will obtain consent from Horizon prior to issuance of the Notes.
Subordination	The Notes will be subordinated to the loan provided by Horizon, and the Investors will enter into a subordination agreement with Horizon.
Governing Law	The Notes will be governed and construed in accordance with the laws of the State of Delaware. The exclusive jurisdiction and venue for any dispute arising from this Term Sheet or the Notes will be the federal courts in Los Angeles County, California.
Expenses	For every $5 million in Notes issued to an Investor, the Company shall pay up to $25,000 in reasonable fees and

	expenses for such Investor's legal costs provided that Company's Expenses shall not exceed $100,000 in aggregate.
Amendment	The terms of the Notes (other than with respect to principal amount) may be amended by the Company and the Majority Holders.
Confidentiality	The terms and conditions described in this term sheet including its existence shall be confidential information and shall not be disclosed by the undersigned parties to any third party. If an undersigned party determines that it is required by law to disclose information regarding this term sheet or to file this term sheet with any regulatory or governmental authority, it shall, a reasonable time before making any such disclosure or filing, consult with the other undersigned parties regarding such disclosure or filing and use its best efforts to obtain confidential treatment for such portions of the disclosure or filing as may be requested by any of the other undersigned parties.

Except for the provisions in the sections above entitled "Expenses," "Confidentiality" and "Governing Law," this term sheet is non-binding and is intended solely as a summary of the terms that are currently proposed by the parties. The parties acknowledge that they neither intend to enter, nor have they entered, into any agreement to negotiate a definitive agreement pursuant to this term sheet, and either party may, at any time prior to execution of such definitive agreement, propose different terms from those summarized herein or unilaterally terminate all negotiations pursuant to this term sheet without any liability whatsoever to the other party. Each party shall be solely liable for all of its own fees, costs and other expenses in conjunction with negotiation and preparation of a definitive agreement pursuant to this term sheet.

Provivi, Inc.

By:_____________________________
Name:___________________________
Title: ___________________________

INVESTOR (if an entity):
By:___________________________
Name:_________________________
Title: _________________________
Principal Amount:$ ___________

INVESTOR (if an individual):
Signature: _________________________
Printed Name: _____________________
Principal Amount:$ ______________