

**EXHIBIT B**

**DIP Term Sheet**

**INSIGHTRA MEDICAL, INC.  
POSTPETITION FINANCING AGREEMENT TERMS**

**Summary of Terms and Conditions<sup>1</sup>**

**January 27, 2017**

<b>Borrower:</b>	Insightra Medical, Inc. (“ <u>Insightra Medical</u> ”)
<b>Guarantor:</b>	Modulare, Inc. (“ <u>Modulare</u> ” and together with Insightra Medical, the “ <u>Debtors</u> ”)
<b>DIP Lender:</b>	GPB Life Science Holdings, LLC (“ <u>DIP Lender</u> ”).
<b>Facility:</b>	<p>A secured post-petition financing facility (the “<u>DIP Facility</u>”) in an amount not to exceed \$750,000 (the “<u>Commitment</u>”) that will provide funding to cover the costs, including operating expenses and professional fees, of Insightra Medical’s and Modulare’s prepackaged chapter 11 cases (the “<u>Chapter 11 Cases</u>”) and the prosecution and confirmation of the prepackaged chapter 11 plan (the “<u>Prepackaged Plan</u>”):</p> <ul style="list-style-type: none"> <li>• PIK Interest Rate: 13.0% per annum, paid-in-kind at Maturity</li> <li>• Default Interest Rate: plus additional 4.0% per annum, paid-in-kind</li> </ul> <p>Borrowings under the DIP Facility (each, a “<u>Loan</u>” and collectively, the “<u>Loans</u>”) shall be incurred as follows: (i) upon entry of the Bankruptcy Court of an interim order approving the DIP Facility, an initial drawing of Loans in the principal amount of \$125,000, which amount shall be used in accordance with the agreed upon Budget between Insightra Medical and the DIP Lender filed with the Bankruptcy Court; and (ii) following entry of an order by the Bankruptcy Court approving the Facility on a final basis, additional drawings of Loans borrowed in accordance with the agreed upon Budget between Insightra Medical and the DIP Lender.</p>
<b>Closing Date:</b>	The date of entry of the Interim Order (the “ <u>Closing Date</u> ”).
<b>Maturity Date:</b>	The maturity date of the DIP Facility (the “ <u>Maturity Date</u> ”) shall be the earliest of (i) three (3) months following the Closing Date, (ii) the effective date of a Chapter 11 plan of reorganization, (iii) the date of consummation of any sale of all or substantially all of the assets comprising Insightra Medical’s and Modulare’s estates pursuant to Section 363 of the Bankruptcy Code, and (iv) the date of acceleration of the loans and the termination of the Facility upon the occurrence of an Event of Default.
<b>Prepayment:</b>	Without further order of the Court or the consent of the DIP Lender, the DIP Facility shall not be prepayable, in whole or in part, at any time, except that the proceeds of any Collateral that is liquidated or monetized prior to the Termination Date (defined below) shall be paid to the DIP Lender in

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Interim Order.

	repayment of amounts drawn under the DIP Facility.
<b>Use of Proceeds:</b>	To provide working capital for operating expenses and to pay professional fees and the other costs of administration of the Chapter 11 Cases.
<b>Security and Other Protections:</b>	<p>All obligations under the DIP Facility shall be:</p> <p>(A) pursuant to section 364(c)(2) of the Bankruptcy Code, secured by a valid, enforceable and fully perfected first-priority lien in all of Inshtra's assets, including the proceeds of any chapter 5 causes of action ultimately asserted by the Debtors' estate (subject to entry of a final order) (the "<u>Collateral</u>"), subject to payment of the Carve-Out (defined below), to the extent that such Collateral is not subject to valid, perfected, and non-avoidable liens as of the commencement of the Chapter 11 Cases; and</p> <p>(B) pursuant to section 364(c)(3) of the Bankruptcy Code, secured by a perfected lien on all Collateral, subject only to (i) the payment of the Carve-Out (defined below), (ii) valid, perfected and non-avoidable liens and in favor of third parties and in existence as of the commencement of the Chapter 11 Cases, and (iii) valid and non-avoidable liens in favor of third parties and in existence at the time of such commencement that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code (together, the "<u>DIP Liens</u>").</p> <p>These provisions are provided for in paragraphs 10 and 11 of the proposed Interim Order and are necessary to entice the DIP Lender's provision of the DIP Facility, access to which is essential to the continued operation of the Debtors.</p>
<b>Carve-Out</b>	<p>The DIP Liens, the Replacement Liens (as defined in the Interim Order), the Adequate Protection Claim (as defined in the Interim Order) and the Prepetition Liens shall be subject and subordinate only to prior payment of the "<u>Carve-Out</u>", which consists of: (i) fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) or to the Clerk of the Bankruptcy Court, (ii) professional fees payable to estate professionals, that are incurred or accrued prior to the date on which the DIP Lender provides written notice to the Debtors and the Creditors' Committee of the occurrence of an Event of Default under the DIP Term Sheet but solely if, as and to the extent such professional fees are or have been provided for in, and are consistent with, the Budget and are ultimately allowed by the Court pursuant to Section 330 of the Bankruptcy Code; and (iii) professional fees of estate professionals incurred after an Event of Default up to \$50,000.</p>

<b>Closing Conditions, Draw Conditions, Representations and Warranties:</b>	<p>The DIP Lender's obligation to fund the initial Loan shall be conditioned on entry of the Interim Order.</p> <p>The DIP Lender's obligation to fund amounts (if any) beyond the initial Loan shall be subject to the following conditions precedent:</p> <ul style="list-style-type: none"> <li>• Entry of the Final Order;</li> <li>• An agreed upon Budget;</li> <li>• This Term Sheet shall have been executed and be in full force and effect; and</li> <li>• No Event of Default shall then be existing.</li> </ul>
<b>Covenants:</b>	<p>The DIP Lender's obligations under the DIP Facility shall be subject to the Debtors' compliance with the following covenants:</p> <p>1. Compliance with the following case milestones (the "<u>Milestones</u>"): </p> <ul style="list-style-type: none"> <li>• On or before January 31, 2017, an order approving the DIP Facility on an interim basis shall have been entered by the Bankruptcy Court;</li> <li>• On or before February 21, 2017, entry of an order approving the DIP Facility on a final basis;</li> <li>• On or before February 21, 2017, the Court shall have conditionally approved the Debtors' disclosure statement for its Prepackaged Plan;</li> <li>• On or before April 24, 2017, an order confirming the Plan (the "<u>Confirmation Order</u>") shall have been entered; and</li> <li>• On or before April 26, 2017, the effective date (the "<u>Effective Date</u>") of the Plan shall have occurred.</li> </ul>
<b>Events of Default, Termination and Repayment:</b>	<p>Availability under the DIP Facility shall terminate immediately upon the earliest to occur of any of the following (the "<u>Termination Date</u>"): (i) the Maturity Date; (ii) the date that any chapter 11 plan that is not the Prepackaged Plan, or is otherwise inconsistent with the Prepackaged Plan, is filed by the Debtors with the Bankruptcy Court without the express written consent of the DIP Lender; (iii) the date that the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code or dismissed; (iv) failure to meet any of the Milestones without the express written consent of the DIP Lender; (v) the filing of a motion or other pleading by the Debtors that seeks to grant a lien on the Collateral that is equal or senior to the liens granted to the DIP Lender hereunder and under the order approving the DIP Facility; (vi) entry of an order lifting or modifying the automatic stay of section 362(a) of the Bankruptcy Code to allow for foreclosure on any of the Collateral; or (vii) the date upon with a trustee is appointed</p>

	<p>pursuant to section 1104 of the Bankruptcy Code.</p> <p>On the Effective Date, the balance of the Loans shall be converted into a pro rata portion of Reorganized Insightra's New Common Stock, the New Secured Note, and the New Preferred Stock.</p> <p>Upon a Termination Date other than the Effective Date, all amounts due under the DIP Facility shall become immediately due and payable, in cash in full, without any further notice or the need for any action by the DIP Lender, without defense or offset, and the Debtor shall immediately repay the aggregate principal amount outstanding under the DIP Facility, together with all interest accrued thereon and all fees related thereto.</p> <p>In the event of a sale of any portion of the Collateral, the DIP Lender shall have the unqualified and unrestricted right to credit bid all or any portion of the then-outstanding obligations under the DIP Facility. The Debtors waive any right to seek to deny or otherwise limit the DIP Lender's right to credit bid at any such sale.</p>
<b>Waivers and Limitations:</b>	<p>The time period within which the official committee of unsecured creditors appointed in the chapter 11 cases (the "<u>Creditors' Committee</u>"), if any, may bring an adversary proceeding or contested matter challenging the amount, validity, or enforceability of the prepetition loan documents, or otherwise asserting any claims or causes of action on behalf of the Debtors' estates relating to said documents is limited to the later of the 75-day period following entry of the Interim Order or 60-day period from appointment of a Creditors' Committee.</p>
<b>Section 506(c); Section 552(b); Waivers; Marshalling:</b>	<p>Subject to entry of the Final Order, GPB as the Prepetition Lender and as the DIP Lender shall be entitled to (i) a waiver of the provisions of Section 506(c) of the Bankruptcy Code, and (ii) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code. GPB shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral. Without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of the Court or otherwise) to marshal or otherwise control the disposition of the Collateral after an Event of Default under the DIP Term Sheet.</p> <p>These provisions are provided for in paragraph 31 of the proposed Interim Order and are necessary to entice the DIP Lender's provision of the DIP Facility, access to which is essential to the continued operation of the Debtors.</p>

<b>Miscellaneous:</b>	Among other customary miscellaneous provisions, the following: <ul style="list-style-type: none"><li>• Subject to definitive documentation (including, without limitation, promissory note(s), security agreement(s), motion, interim and final orders, and such other agreements, exhibits, schedules, instruments or filings as determined by the Trustee and the DIP Lender)</li><li>• Governing Law: New York</li></ul>
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**INSIGHTRA MEDICAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MODULARE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**GPB LIFE SCIENCE HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title: