



AUG 7 10:02

# Equipment Lease Agreement



GE Capital

HC  
60969724-001

Agreement # 60969724-001

### EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
<u>Sharp AR-507</u>	<u>0650650X</u>	<u>3 Year FINISHER, L&amp;T, N&amp;O CO-D, N&amp;O</u>
<u>Sharp AR-287</u>	<u>116200475</u>	<u>3 Year FINISHER, L&amp;T, N&amp;O CO-D, N&amp;O</u>

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address)

### SUPPLIER

Name IMAGE COM INC

Address 8835 DALTON AVE

City SAN DIEGO State CA Zip 92123

### PURCHASE OPTION AT END OF TERM

Fair Market Value     10%

\$1.00 \*LEASE RATE % \_\_\_\_\_ (Must Complete for GA MD NH NM WI)

\*LEASE RATE FACTOR \_\_\_\_\_ (Must Complete for all other states)

YOU HAVE SELECTED THE EQUIPMENT THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL THIS LEASE SHALL BE GOVERNED BY THE LAWS OF MISSOURI YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN MISSOURI

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT

### TRANSACTION TERMS

Lease Payment \$ 1,132.75 Term 60 months  
(plus applicable taxes)

Billing Period Monthly

The following additional payments are due on the date this Agreement is signed by you

SECURITY DEPOSIT \$ 0

ADVANCE PAYMENT \*\*\$ 0 \*\*Applied to  first  last  
(plus applicable taxes)

DOCUMENT FEE \$49.50 (included on first invoice)

### LESSOR ("We", "Us")

General Electric Capital Corporation  
1961 Hirst Drive Moberly MO 65270

By [Signature]

Name USA Thomas

Title [Signature]

Date 8/7/07

### LESSEE ("You")

Full Legal Name WOMEN FIRST HEALTHCARE INC

D/B/A \_\_\_\_\_

Billing Address 12220 EL CAMINO REAL STE 400

City SAN DIEGO State CA Zip 92130

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

By [Signature]

Name Patti Consilvio

Title Director, Operations

Date 8/1/07 Fed Tax ID \_\_\_\_\_

### Unconditional Personal Guaranty

In consideration of Lessor entering into the Lease in reliance on this guaranty the undersigned unconditionally and irrevocably guarantees to Lessor its successors and assigns the prompt payment and performance of all existing and future obligations to Lessor including the Lease. I agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against me personally without resorting to any security or seeking to collect from Lessee, (b) I waive all suretyship defenses including impairment of collateral failure to properly perfect a security interest in the collateral and all notices, including those of protest, presentment and demand, (c) Lessor may renew extend or otherwise change the terms of the Lease without notice to me and I will be bound by such changes, and (d) I will pay all of Lessor's costs of enforcement and collection including attorneys fees. This guaranty survives the bankruptcy of Lessee and binds my administrators successors and assigns. My obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by Lessee in the event I must pay Lessor until you have been paid all amounts owed. This guaranty shall be governed by the laws of Missouri. I consent to the personal jurisdiction and venue of federal and state courts in Missouri.

Printed Name \_\_\_\_\_ By \_\_\_\_\_ Individually \_\_\_\_\_

CL 1251(a) 01/07

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1 COMMENCEMENT OF LEASE Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2 SECURITY DEPOSIT The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law) until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease provided you are not in default, or applied to the last Lease Payment or to the amount we may require for any purchase or upgrade of the Equipment.

3 LEASE PAYMENTS You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

4 LEASE CHARGES You agree to (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. In the case of a \$1 Purchase Option (a "\$1 Lease"), you agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment. In the case of a Fair Market Value Purchase Option (an "FMV Lease") or a 10% Purchase Option (a "10% Lease"), you agree at our discretion to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates) plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5 LATE CHARGES For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6 OWNERSHIP, USE, MAINTENANCE AND REPAIR In the case of a \$1 Lease, you shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. In the case of an FMV Lease or a 10% Lease, we own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7 INDEMNITY You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims") incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8 LOSS OR DAMAGE If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) in the case of an FMV Lease or a 10% Lease, the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS IS AND WHERE IS WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, Fair Market Value of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use) as estimated by us.

9 INSURANCE You agree at your cost to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee (or, in the case of a \$1 Lease, naming you and us as loss payees as our interests may appear); and (b) maintain public liability insurance covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Second, you may elect to have us directly obtain coverage protecting our interests. UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS LEASE, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE EQUIPMENT. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS LEASE. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE

PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. The insurance coverage we obtain may be through an insurance carrier which may be affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each Billing Period, you must pay us with your Lease Payment the pro-rated portion of the insurance premium. At the end of the Term, you must pay us any remaining portion of the premium.

10 DEFAULT You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11 REMEDIES If you default, we may do one or more of the following: (a) recover from you AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) in the case of an FMV Lease or a 10% Lease, the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12 or take possession of the Equipment. In which case we shall not be held responsible for any losses directly or indirectly arising out of or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us, from the due date until paid at the rate of 1 1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies, including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12 END OF TERM OPTIONS, RETURN OF EQUIPMENT In the case of a \$1 Lease and if you are not in default, we will release any security interest which we may have in the Equipment at the end of the Term. In the case of an FMV Lease or a 10% Lease, at the end of the Term and upon 30 days' prior written notice to us, you shall either: (a) return all of the Equipment; or (b) purchase all of the Equipment AS-IS AND WHERE IS WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value (if an FMV Lease) or for 10% of the original Equipment Cost (if a 10% Lease), plus applicable sales and other taxes. This Lease shall continue on a month-to-month basis and you shall pay us the same Lease Payments and Lease Charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default or, in the case of an FMV Lease or a 10% Lease, you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

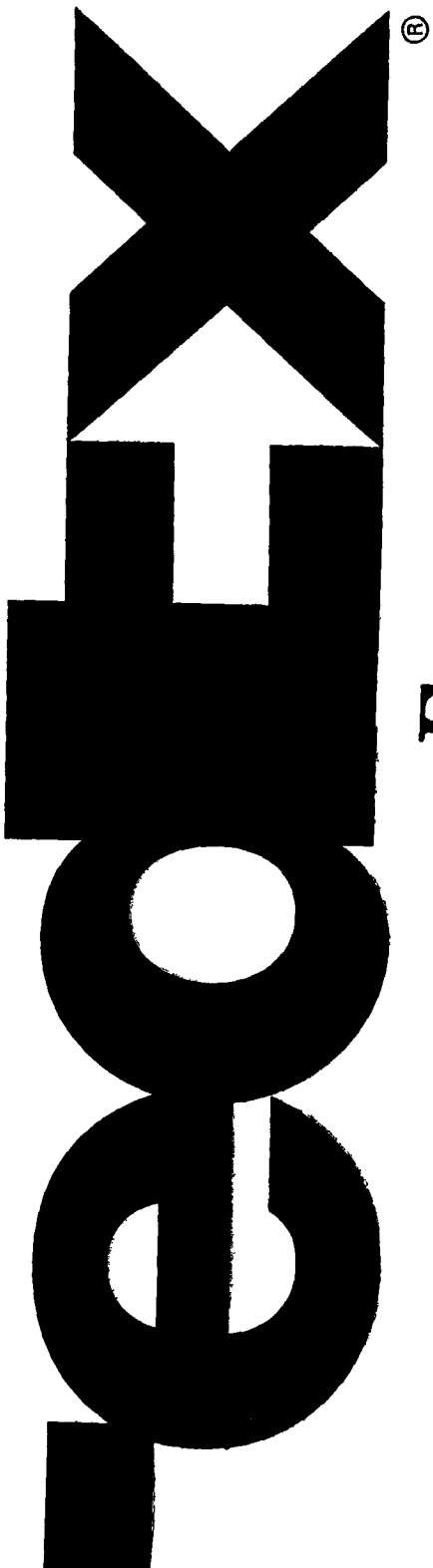
13 ASSIGNMENT You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14 MISCELLANEOUS Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) by your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of the Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, we will permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

15 TIME PRICE In the case of a \$1 Lease, you understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be purchased pursuant to this Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on Page 1 of this Lease, plus \$1, and by executing this Lease you have chosen to purchase the Equipment for that Time Price.

16 LEASE RATE FACTOR Each Lease Payment includes a part of our investment in the Equipment Cost and a return on our investment in this Lease. The total return on our investment (the total finance charge) is determined by multiplying the Lease Payment times the number of Lease Payments, then adding the Document Fee and Purchase Option amount (all as set forth on Page 1 of this Lease), then deducting the Equipment Cost (as determined above). The difference so determined is the return to us on our investment (the total finance charge). The rate of return (finance rate) may be determined by deducting the Security Deposit from the Equipment Cost, and then applying to the amount so determined, the rate that will amortize that amount down to the Purchase Option amount by applying as payments, the Lease Payments and the Document Fee. For purposes of that amortization each Lease Payment, including the Advance Payment, will be considered received on the date it is required to be paid under this Lease, and the Document Fee will be considered received on the date of this Lease.

17 LIMITATIONS ON CHARGES This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.



Express

Align top of FedEx Shipping Label or ASTRA Label here.

FedEx | Ship Manager | Label 7902 4407 2480

Page 1 of 1

From Origin ID (302)658 9911  
sean boykevich  
PARCELS INC  
4 east 7th street




Ship Date 18AUG04  
Actual Wgt 1 LB  
System# 5887796/INET1850  
Account# S \*\*\*

wilmington DE 19801

SHIP TO (310)364 3170 BILL RECIPIENT

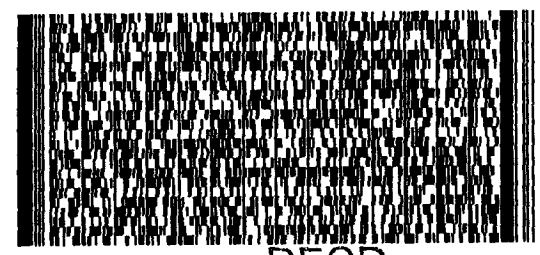
mj john  
bmc corp  
1330 east franklin avenue  
  
el segundo, CA 90245

REF



Delivery Address Bar Code

*AEC = 4* *EXIDE = 1*  
*Fleming = 1*  
*WFHC = 4*



PRIORITY OVERNIGHT

THU  
Deliver By  
19AUG04

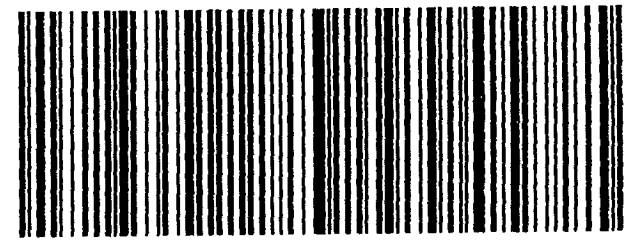
TRK# 7902 4407 2480

FORM 0201

LAX A1

90245 -CA-US

**XH AVXA**



RECD  
AUG 19 2004  
BMC

*1 100 110100 010 1 11100*