IN WITNESS WHEREOF Landlord and Tenant have caused this Lease to be executed the day and date first above written

"Landlord'

WCB FIVE LIMITED PARTNERSHIP, a Delaware limited partnership

By WCB Five Inc a Delaware corporation general partner

By _____
Name RONALD LACK
Title VICE PRESIDENT

"Tenant

WOMEN FIRST HEALTHCARE INC
a Delaware corporation

*By _____
Name EDWARD F CALLEA
Title CEO

*By _____
Name RAWNI CRAWFORD
Title VP Consumer

***NOTE**

If Tenant is a California corporation then one of the following alternative requirements must be satisfied
(A) This Lease must be signed by two (2) officers of such corporation one being the chairman of the board the president or a vice president and the other being the secretary an assistant secretary the chief financial officer or an assistant treasurer
(B) If there is only one (1) signatory or if the two (2) signatories do not satisfy the requirements of (A) above then Tenant shall deliver to Landlord a certified copy of a corporate resolution in a form reasonably acceptable to Landlord authorizing the signatory(ies) to execute this Lease

If Tenant is a corporation incorporated in a state other than California then Tenant shall deliver to Landlord a certified copy of a corporate resolution in a form reasonably acceptable to Landlord authorizing the signatory(ies) to execute this Lease

EXHIBIT A

SORRENTO TOWERS NORTH

OUTLINE OF FLOOR PLAN OF PREMISES AND FIRST REFUSAL SPACE

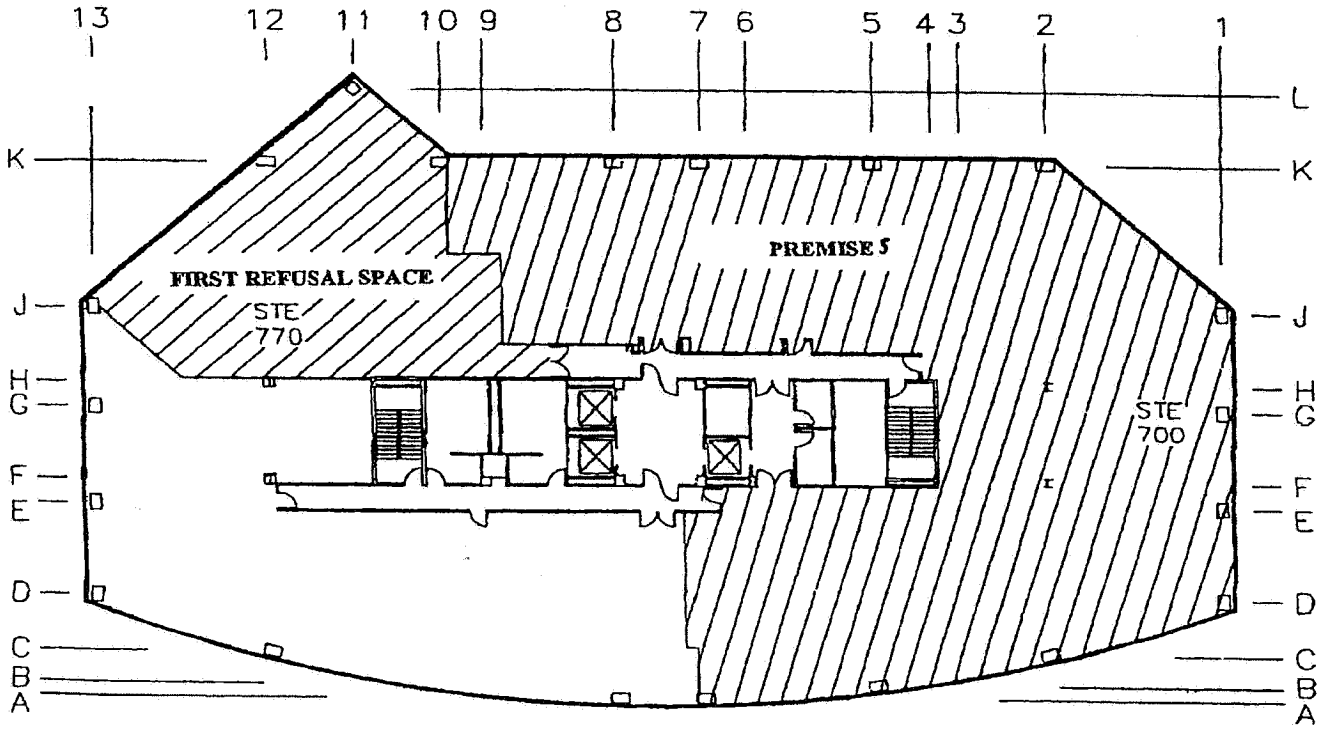


EXHIBIT B

SORRENTO TOWERS NORTH

TENANT WORK LETTER

Landlord has constructed, at its sole cost and expense, the base, shell and core (i) of the Premises and (ii) of the floor of the Project on which the Premises are located (collectively the "**Base, Shell and Core**") This Tenant Work Letter shall set forth the terms and conditions relating to the construction of tenant improvements in the Premises This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence as such issues will arise during the actual construction of the Premises All capitalized terms used but not defined herein shall have the meanings given such terms in this Lease All references in this Tenant Work Letter to Articles or Sections of "this Lease" shall mean the relevant portion of the Lease to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, and all references in this Tenant Work Letter to Sections of "this Tenant Work Letter' shall mean the relevant portion of this Tenant Work Letter

SECTION 1

CONSTRUCTION DRAWINGS FOR THE PREMISES

Landlord and Tenant have approved the space plan for the Premises attached hereto as Schedule 1 and the notes and specifications set forth thereon (the "**Space Plan**") Within five (5) days of the date of full execution of this Lease Tenant shall cooperate in good faith with Landlord s architects and engineers to supply such information necessary to allow and Landlord shall cause, the Landlord s architects and engineers to complete the architectural and engineering drawings for the Premises in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits and in a manner consistent with the Space Plan (collectively the "**Draft Working Drawings**") Landlord shall cause the Draft Working Drawings to be delivered to Tenant for Tenant s review and approval The failure of Tenant to give Landlord written notice of its approval or disapproval of the Draft Working Drawings within five (5) business days following receipt thereof shall be deemed to constitute Tenant s approval thereof The Draft Working Drawings, as approved by Tenant are referred to as the "**Approved Working Drawings** " Notwithstanding that Landlord has retained the architect and engineers to prepare the Approved Working Drawings, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Approved Working Drawings however Landlord will at Tenant's request cooperate with Tenant in prosecuting any claims against the architect or engineer in connection with any such omissions or errors (the foregoing will not be construed as relieving Landlord from its obligations under Sections 1 2 and 24 of the Lease) Landlord shall construct, at Landlord's cost (including all hard and soft costs) the improvements in the Premises (the "**Improvements**") pursuant to the Approved Working Drawings Tenant shall make no changes or modifications to the Approved Working Drawings without the prior written consent of Landlord which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly delay the "Substantial Completion " as that term is defined in Section 4 1 below of the Premises or increase the cost of designing or constructing the Improvements Unless specifically noted to the contrary in this document or on the Space Plan or the Approved Working Drawings the Improvements shall be constructed using Building-standard specifications and materials, as determined by Landlord, or any mutually agreeable alternative materials

SECTION 2

OVER-ALLOWANCE AMOUNT

In the event that after Tenant s execution of this Lease, any revisions, changes or substitutions shall be made to the Space Plan Approved Working Drawings or the Improvements at the request of Tenant any additional costs which arise in connection with such revisions, changes or substitutions or any other additional costs shall be paid by Tenant to Landlord immediately upon Landlord's request as an '**Over-Allowance Amount**' The Over-Allowance Amount shall be disbursed by Landlord prior to the disbursement of any portion of Landlord s contribution to the construction of the Improvements

SECTION 3

CONTRACTOR S WARRANTIES AND GUARANTIES

Landlord will upon completion of the Improvements and Tenant's acceptance of the Premises assign to Tenant all warranties and guaranties by the contractor who constructs the Improvements (the **Contractor**") relating to the Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of the Improvements Such warranties and guaranties of Contractor shall guarantee that the Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof

SECTION 4

COMPLETION OF THE IMPROVEMENTS, LEASE COMMENCEMENT DATE

4 1 Ready for Occupancy The Premises shall be deemed "**Ready for Occupancy**" upon the Substantial Completion of the Premises For purposes of this Lease, "**Substantial Completion**" of the Premises shall occur upon substantial completion and approval by the City of San Diego (if required for occupancy) of construction of the Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any minor punch list items that do not affect Tenant s use of the Premises in any material adverse respect and any Tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant or under the supervision of Contractor Landlord shall use commercially reasonable efforts to achieve Substantial Completion by September 1, 2003

4 2 Delay of Substantial Completion of the Premises Except as provided in this Section 4 the Lease Commencement Date shall occur as set forth in Section 7 2 of the Summary and Article 2 of the Lease If there shall be a delay or there are delays in the Substantial Completion of the Premises (based upon the anticipated date of the occurrence of the Lease Commencement Date as set forth in the Lease) or in the occurrence of any of the other conditions precedent to the Lease Commencement Date as set forth in Article 2 of the Lease, as a result of any of the following (collectively, "**Tenant Delays**")

4 2 1 Tenant s failure to approve any matter requiring Tenant's approval within five (5) business days following request therefor,

4 2 2 A breach by Tenant of the terms of this Tenant Work Letter or this Lease

4 2 3 Tenant's request for changes in the Space Plan, Draft Working Drawings or Approved Working Drawings

4 2 4 Tenant s requirement for materials components finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Premises, or which are different than Landlord's standard improvement package items for the Building

4 2 5 Any other acts or omissions of Tenant, or its agents or employees which are not remedied within two (2) business days following written notice thereof to Tenant,

then notwithstanding anything to the contrary set forth in this Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Premises the date of Substantial Completion (for purposes of determining the Lease Commencement Date) shall be deemed to be the date Substantial Completion of the Premises would have occurred if no Tenant Delays as set forth above had occurred

SECTION 5

MISCELLANEOUS

5 1 Tenant s Entry Into the Premises Prior to Substantial Completion Provided that Tenant and its agents do not interfere with Contractor s work in the Building and the Premises, Contractor shall allow Tenant access to the Premises prior to the Substantial Completion of the Premises for the purpose of Tenant installing overstandard equipment or fixtures (including Tenant s data and telephone equipment) in the Premises Prior to Tenant s entry into the Premises as permitted by the terms of this Section 5 1, Tenant shall submit a schedule to Landlord and Contractor for their reasonable approval which schedule shall detail the timing and purpose of Tenant s entry Tenant shall hold Landlord harmless from and indemnify protect and defend Landlord against

any loss or damage to the Building or Premises and against injury to any persons caused by Tenant s actions pursuant to this Section 5 1

5 2 Tenant s Representative Tenant has designated Patti Consilvio as its sole representative with respect to the matters set forth in this Tenant Work Letter who until further notice to Landlord shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter

5 3 Landlord s Representative Landlord has designated Carol Taylor as its sole representative with respect to the matters set forth in this Tenant Work Letter who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter

5 4 Tenant s Agents All subcontractors laborers materialmen and suppliers retained directly by Tenant (such subcontractors, laborers materialmen and suppliers to be known collectively as '**Tenant's Agents**') shall all be subject to Landlord s reasonable approval and, if deemed necessary by Landlord to maintain harmony among other labor at the Real Property or if required by law or any agreement to which Landlord is bound shall be union labor

5 5 Insurance Requirements All of Tenant's Agents shall carry liability and Products and Completed Operation Coverage insurance, each in amounts not less than $500,000 per incident $1 000 000 in aggregate and in form and with companies as are required to be carried by Tenant as set forth in Article 10 of this Lease and the policies therefor shall insure Landlord and Tenant as their interests may appear, as well as Landlord s contractor and shall name as additional insureds all mortgagees of the Real Property or any other party designated by Landlord All insurance maintained by Tenant s Agents shall preclude subrogation claims by the insurer against anyone insured thereunder Such insurance shall provide that it is primary insurance as respects the Landlord and that any other insurance maintained by Landlord is excess and noncontributing with the insurance required hereunder

5 6 Time of the Essence in This Tenant Work Letter Unless otherwise indicated all references herein to a 'number of days" shall mean and refer to calendar days In all instances where Tenant is required to approve or deliver an item if no written notice of approval is given or the item is not delivered within the stated time period at Landlord s sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence

5 7 Tenant's Lease Default Notwithstanding any provision to the contrary contained in this Lease if an event of default as described in Section 19 1 of the Lease or a default by Tenant under this Tenant Work Letter has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to cause Contractor to cease the construction of the Premises (in which case Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 4 2 of this Tenant Work Letter) and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of this Lease

Schedule 1 to
Tenant Work Letter

SCOPE OF TENANT IMPROVEMENT WORK **JUNE 16, 2003**

PROJECT SORRENTO TOWERS NORTH
TENANT WOMEN'S FIRST HEALTHCARE

DEMOLITION

1 ALL EXISTING CARPET AND BASE TO BE REMOVED
2 ALL BUILT IN COUNTERS/MILLWORK IN PRIVATE OFFICES TO BE REMOVED
3 ALL EXISTING DARK GREEN MILLWORK (OPEN AREA OUTSIDE OF COPY ROOM SERVER ROOM FILE ROOM AND BREAK ROOM) TO BE REMOVED
4 EXISTING WALL SCONCES TO BE REMOVED AND REPLACED WITH NEW LIGHTING PER ITEM 17 BELOW
5 PARTITIONS SURROUNDING ALCOVE ADJACENT TO SERVER ROOM TO BE REMOVED

DOORS, FRAMES, AND HARDWARE

6 ALL EXISTING DOORS AND HARDWARE TO REMAIN AS IS
7 NEW INTERIOR DOORS AND ASSEMBLIES TO BE PROVIDED FOR NINE NEW OFFICES DESIGN AND SPECIFICATION TO MATCH EXISTING OR EQUAL

DRYWALL/PARTITIONS

8 PATCH AND REPAIR WALLS AT REMOVED WALL SCONES
9 PATCH AND REPAIR WALLS AT REMOVED MILLWORK LOCATIONS
10 PATCH AND REPAIR DAMAGED WALLS WITH IN SPACE THAT EXISTED PRIOR TO CONSTRUCTION AND OCCURS DURING CONSTRUCTION
11 BUILD NEW BUILDING STANDARD PARTITIONS TO CEILING GRID FOR NINE NEW OFFICES – REFERENCE FLOOR PLAN LOCATION AND DIMENSIONS
12 FILL IN ALCOVE OPENING WITH STANDARD PARTITION TO GRID
13 EXTEND EXISTING SERVER ROOM PARTITIONS TO FULL HEIGHT

CEILINGS

14 ALL EXISTING CEILINGS CEILING GRID AND ACOUSTICAL CEILING TILES TO REMAIN AS IS
15 PROVIDE NEW CEILING GRID FOR AREA OF DEMOLITION IN SERVER ROOM CONNECT NEW AND OLD CEILING TOGETHER

LIGHTING

16 EXISTING LIGHTING TO REMAIN THROUGHOUT SUITE EXCEPT WHERE NOTED OTHERWISE
17 NEW BUILDING STANDARD 2 X 4 LIGHTING TO BE PROVIDED IN NEW OFFICES AND PASSAGE OUTSIDE OF OFFICES REFERENCE CEILING PLAN
18 PROVIDE MOTION SENSOR LIGHTING CONTROLS FOR NEW PRIVATE OFFICES AND PASSAGE OUTSIDE OF OFFICES

HVAC

19 EXISTING MECHANICAL SYSTEM TO REMAIN AS IS NEW SUPPLY AND RETURN DUCTS TO BE PROVIDED AS NEEDED FOR NEW OFFICE LAYOUT
20 PROVIDE A TWO TON WSHP WITH 24 HOUR SERVICE IN SERVER ROOM THIS WILL REQUIRE A SEPARATE SUB-METER

ELECTRICAL

21 ELECTRICAL TO BE SAFED OFF IN WALLS AT AREAS OF REMOVED WALL SCONCES
22 _____# DEDICATED 120 VOLT DEDICATED CIRCUITS FOR EQUIPMENT IN SERVER ROOM TO BE PROVIDED TENANT TO LOCATE

GLAZING/INTERIOR WINDOWS

23 TWO 4 X 4 INTERIOR WINDOWS AT 3 -0 ABOVE THE FINISHED FLOOR TO BE INSTALLED AT OFFICE 710 AND NEW OFFICE #1 DESIGN TO BE BUILDING STANDARD OF A CASED OPENING WITH S10 CHANNELS
24 EIGHT 2 FULL HEIGHT SIDELIGHTS ADJACENT TO DOORS AT NEW PRIVATE OFFICES TO BE PROVIDED DESIGN TO BE BUILDING STANDARD OF A CASED OPENING WITH S10 CHANNELS

MILLWORK

25 REPAIR CHIP IN EXISTING RECEPTION DESK
26 PROVIDE NEW BREAK ROOM CABINETS TO REPLACE PREVIOUSLY REMOVED CABINETS ALONG WALLS CABINETS TO MATCH PREVIOUS DESIGN AND INCLUDE A SINK CABINET DESIGN TO BE ADA HANDICAPPED ACCESSIBLE

FINISHES

27 EXISTING WOOD FLOOR IN RECEPTION TO REMAIN AS IS
28 NEW BUILDING STANDARD CARPET THROUGHOUT WHERE CARPET PREVIOUSLY EXISTED
29 EXISTING WALLCOVERING IN CONFERENCE ROOM TO REMAIN AS IS
30 ALL WALLS THROUGHOUT SUITE TO BE PAINTED WITH AN EGGSHELL FINISH
31 SKIM COAT AND PAINT OVER EXISTING WALL MAP IN OFFICE 702
32 EXISTING FAUX STONE AT RECEPTION TO REMAIN AS IS
33 EXISTING VCT IN MAIL ROOM AND FILE ROOM TO REMAIN AS IS
34 NEW ARMSTRONG STANDARD VCT TO BE PROVIDED IN BREAK ROOM AND SERVER ROOM
35 NEW RUBBER BASE PROVIDED FOR ALL AREAS

2

PLUMBING

36 REINSTALL EXISTING SINK IN BREAK ROOM INTO NEW CABINET ALONG EAST WALL

37 A NEW GARBAGE DISPOSAL AND INSTA-HOT TO BE PROVIDED FOR SINK IN BREAK ROOM

ADDITIONAL REQUIREMENTS

38 AN INERGEN FIRE SUPPRESSION SYSTEM TO BE PROVIDED FOR SERVER ROOM COVERAGE WILL BE WITHIN ROOM ONLY AND BE DESIGNED FOR A 9 -0 CEILING ALL EQUIPMENT TO BE LOCATED WITH IN SERVER ROOM

ALL CONSTRUCTION TO BUILT TO BUILDING STANDARDS

FURNITURE/FURNISHINGS

ALL EXISTING FURNISHINGS WILL BE REMOVED FROM SUITE FOR CONSTRUCTION BY OWNER AFTER COMPLETION OF CONSTRUCTION THIS INVENTORY OF FURNISHINGS WILL BE AVAILABLE TO TENANT FOR RELOCATION AND INSTALLATION IN SUITE (REFERENCE LIST OF FURNISHINGS REQUIRED BY TENANT) ALL FURNITURE IS IN AS IS CONDITION OWNER TAKES NO RESPONSIBILITY FOR EXISTING CONDITION AND OR ANY FUTURE PERFORMANCE OF FURNISHINGS

TENANT SHALL PAY FOR INSTALLATION AND RELOCATION OF WORKSTATIONS ONLY LANDLORD SHALL REPLACE/RELOCATE ALL OTHER FURNISHINGS THAT WERE REMOVED FOR CONSTRUCTION

FURNISHINGS REQUIRED BY TENANT

LOBBY AREA

4 FLORAL UPHOLSTERED LOBBY CHAIRS
2 GLASS/WOOD END TABLES
1 GLASS/WOOD COFFEE TABLE

CONFERENCE ROOM

1 WOOD CONFERENCE TABLE
1 WOOD CREDENZA
1 VISUAL BOARD WITH COVER AND WHITE BOARD
12 BLUE LEATHER/BLUE TWEED CONFERENCE CHAIRS

EXECUTIVE OFFICE 702

1 MAHOGANY VISUAL BOARD
2 MAHOGANY SIDE CHAIRS WITH ROSE UPHOLSTERED SEATS

3

EXECUTIVE OFFICE AREA

WORKSTATION WITH WOOD TRIM

EXECUTIVE OFFICE 704

1 MAHOGANY VISUAL BOARD WITH CHALKBOARD

EXECUTIVE OFFICE 705

3 MAPLE WOOD UPHOLSTERED CHAIRS
2 UPHOLSTERED GUEST CHAIRS
1 MAPLE VISUAL BOARD

FURNITURE SYSTEMS WORKSTATIONS

8 TEKNION WORKSTATIONS – REFERENCE FURNITURE FLOOR PLAN

EACH WORKSTATION TO INCLUDE

WORKSURFACES AND SUPPORTS
TWO DRAWER LATERAL FILE CABINET ATTACHED TO COUNTERTOP
OVERHEAD TASK LIGHT
UNDERCOUNTER KEYBOARD TRAY

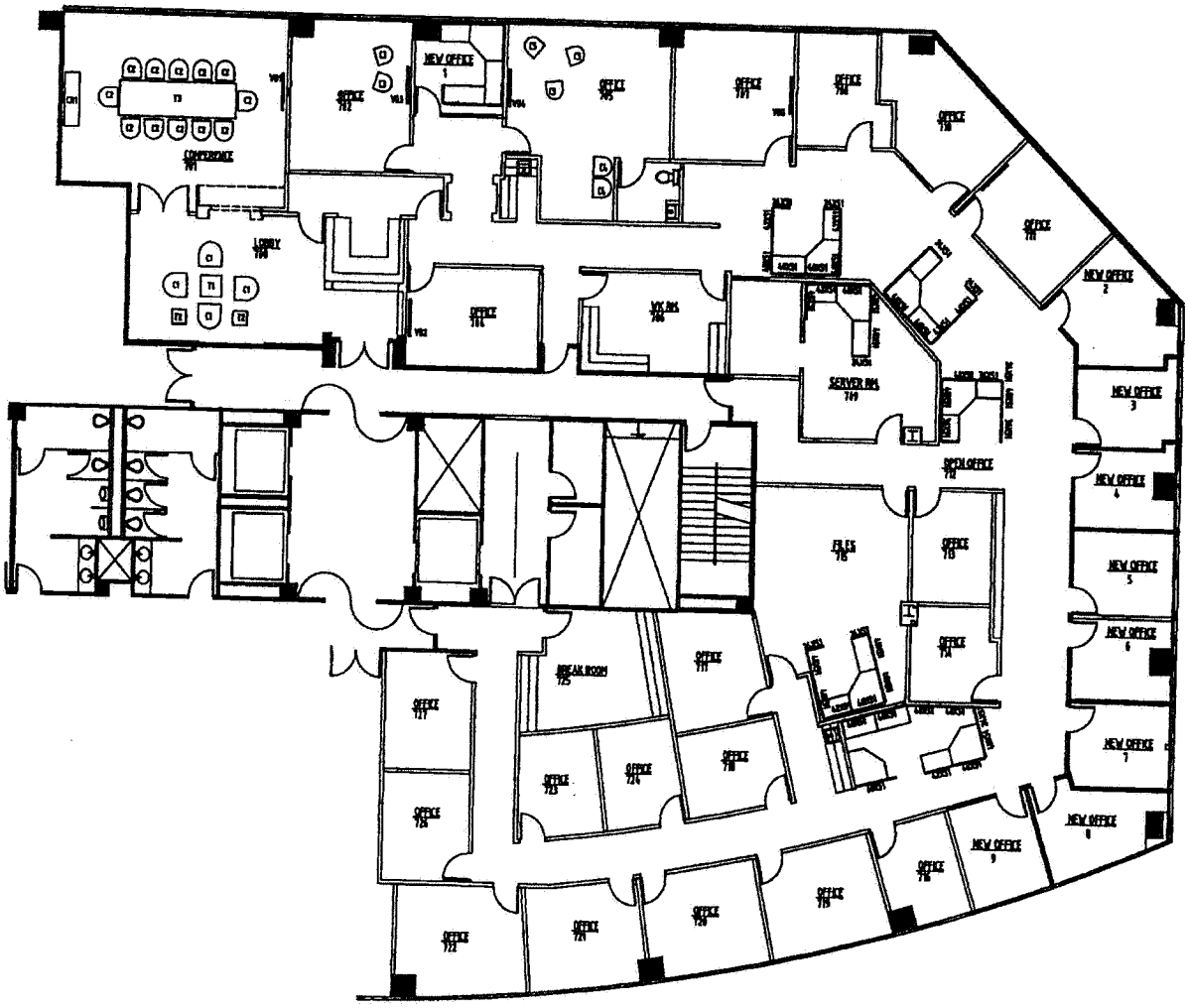
FILE ROOM

ROLLING FILE SYSTEM – AS IS CONDITION

GENERAL OFFICE AREA

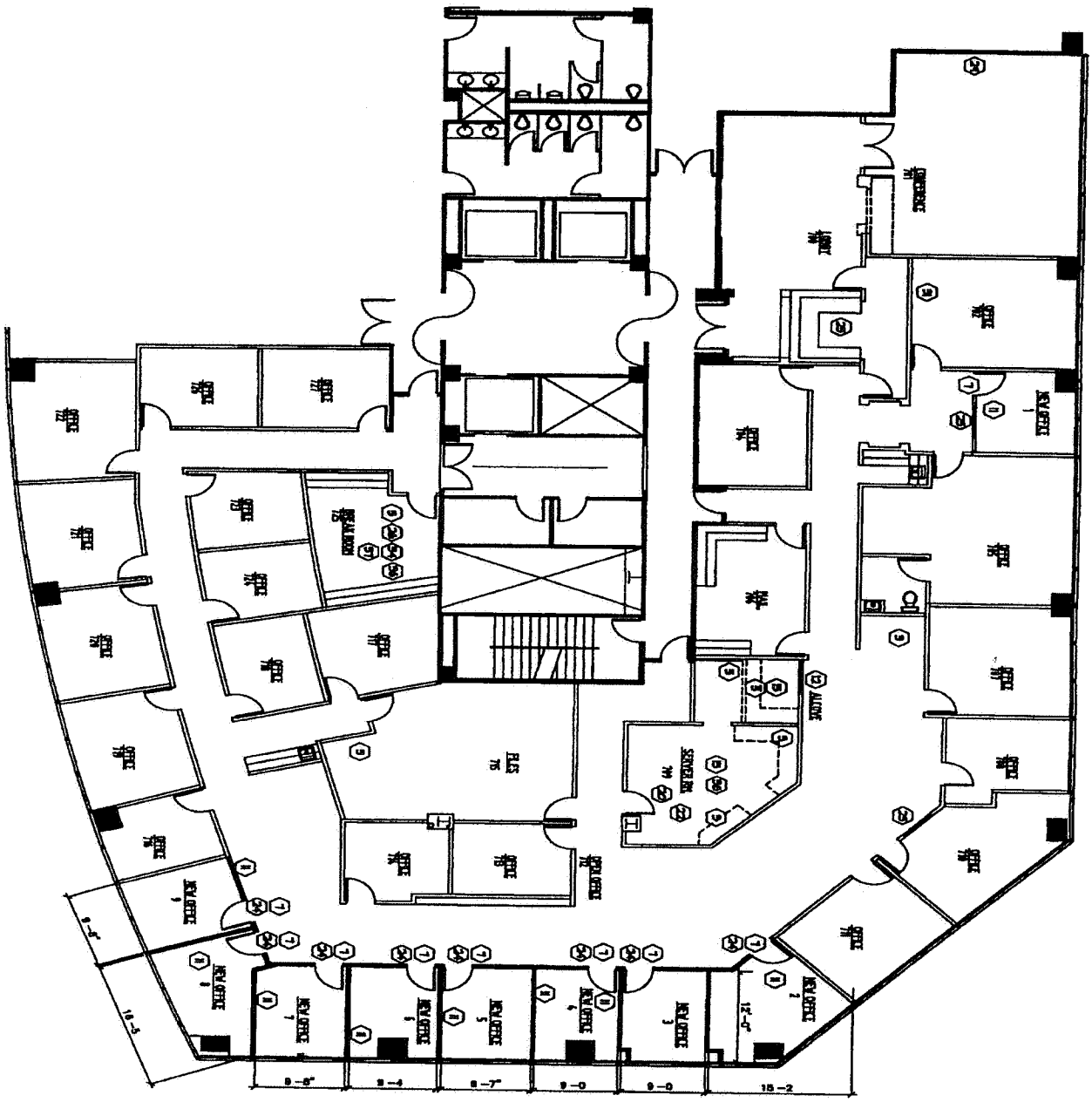
ALL WHITE BOARDS WITH DOORS
2 WHITE BOARD NO DOORS 48 X 48
1 WHITE BOARD NO DOORS 72 X 48
1 WHITE BOARD WITH TRAY – BLACK WOOD FRAME 70X48
2 BLACK METAL 4 DRAWER LATERAL FILE 49 X 36
2 BLACK METAL 4 DRAWER LATERAL FILE 49 X 30
1 BLACK METAL STORAGE UNIT 42 X 29
1 BLUE LEATHER LOVESEAT
2 PURPLE LEATHER CHAIRS

4



FURNITURE FLOOR PLAN

FLOOR PLAN



REFLECTED CEILING PLAN

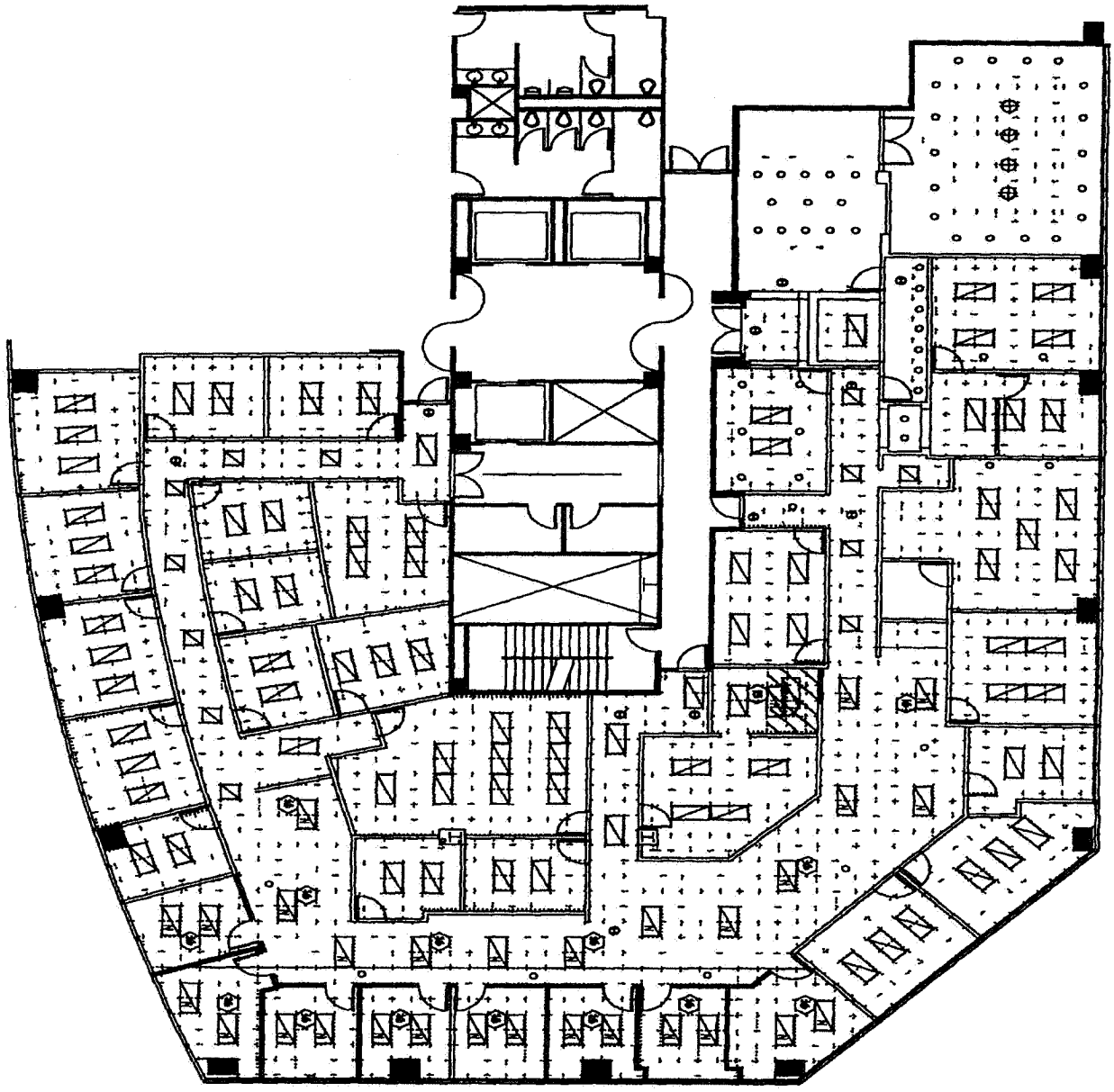


EXHIBIT C

LIST OF PERSONAL PROPERTY

See the list of Personal Property in Schedule 1 to the Tenant Work Letter under the caption "Furnishings Required by Tenant

EXHIBIT D

SUPERIOR RIGHTS

(See Section 1 4)

- Verizon

EXHIBIT E

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building

1 Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises Tenant shall bear the cost of any lock changes or repairs required by Tenant Two keys will be furnished by Landlord for the Premises and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord

2 All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises unless electrical hold backs have been installed

3 Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building Tenant its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked or any time when it is considered to be after normal business hours for the Building may be required to sign the Building register when so doing Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building The Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person In case of invasion mob riot public excitement or other commotion Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property

4 Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building Safes and other heavy objects shall, if considered necessary by Landlord stand on supports of such thickness as is necessary to properly distribute the weight Landlord will not be responsible for loss of or damage to any such safe or property in any case All damage done to any part of the Real Property its contents occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant

5 Except for customary deliveries by couriers such as UPS and Fedex no furniture freight packages supplies equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators except upon prior notice to Landlord and in such manner, in such specific elevator and between such hours as shall be designated by Landlord Tenant shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building In no event shall Tenant s use of the elevators for any such purpose be permitted during the hours of 7 00 a m - 9 00 a m 11 30 a m - 1 30 p m and 4 30 p m - 6 30 p m

6 Landlord shall have the right to control and operate the public portions of the Real Property the public facilities the heating and air conditioning and any other facilities furnished for the common use of tenants in such manner as is customary for comparable buildings in the vicinity of the Building

7 The requirements of Tenant will be attended to only upon application at the Office of the Building or at such office location designated by Landlord Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord

8 Tenant shall not disturb solicit or canvass any occupant of the Building and shall cooperate with Landlord or Landlord s agents to prevent same

9 The toilet rooms urinals wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein The expense of any breakage stoppage or damage resulting from the violation of this rule shall be borne by the tenant who or whose employees or agents shall have caused it

10 Tenant shall not overload the floor of the Premises nor mark drive nails or screws or drill into the partitions woodwork or plaster or in any way deface the Premises or any part thereof without Landlord s consent first had and obtained

11 Except for vending machines intended for the sole use of Tenant s employees and invitees no vending machine or machines of any description other than fractional horsepower office machines shall be installed maintained or operated upon the Premises without the written consent of Landlord

12 Tenant shall not use or keep in or on the Premises or the Real Property any kerosene gasoline or other inflammable or combustible fluid or material

13 Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord without the prior written consent of Landlord

14 Tenant shall not use keep or permit to be used or kept any foul or noxious gas or substance in or on the Premises or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise odors or vibrations or interfere in any way with other tenants or those having business therein

15 Tenant shall not bring into or keep within the Building or the Premises any animals birds bicycles or other vehicles

16 No cooking shall be done or permitted by any tenant on the Premises nor shall the Premises be used for the storage of merchandise for lodging or for any improper objectionable or immoral purposes Notwithstanding the foregoing Underwriters laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee tea hot chocolate and similar beverages provided that such use is in accordance with all applicable federal state and city laws codes ordinances rules and regulations and does not cause odors which are objectionable to Landlord and other Tenants

17 Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises No boring or cutting for wires shall be allowed without the consent of Landlord The location of telephone call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord

18 Landlord reserves the right to exclude or expel from the Real Property any person who in the judgment of Landlord is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of any of these Rules and Regulations

19 Tenant its employees and agents shall not loiter in the entrances or corridors nor in any way obstruct the sidewalks lobby halls stairways or elevators and shall use the same only as a means of ingress and egress for the Premises

20 Tenant shall not waste electricity water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building s heating and air conditioning system and shall refrain from attempting to adjust any controls This includes the closing of exterior blinds disallowing the sun rays to shine directly into areas adjacent to exterior windows

21 Tenant shall store all its trash and garbage within the interior of the Premises No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the North County submarket of San Diego area without violation of any law or ordinance governing such disposal All trash garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate

22 Tenant shall comply with all safety fire protection and evacuation procedures and regulations established by Landlord or any governmental agency

23 Tenant shall assume any and all responsibility for protecting the Premises from theft robbery and pilferage which includes keeping doors locked and other means of entry to the Premises closed when the Premises are not occupied

24 Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants but no such waiver by Landlord shall be construed as a waiver of such Rules and

Regulations in favor of any other tenant or tenants nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building

25 No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord No curtains blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality type design and bulb color approved by Landlord

26 The sashes sash doors skylights windows and doors that reflect or admit light and air into the halls passageways or other public places in the Building shall not be covered or obstructed by Tenant nor shall any bottles parcels or other articles be placed on the windowsills

27 The washing and/or detailing of or the installation of windshields radios telephones in or general work on automobiles shall not be allowed on the Real Property

28 Food vendors shall be allowed in the Building upon receipt of a written request from the Tenant The food vendor shall service only the tenants that have a written request on file in the Building Management Office Under no circumstance shall the food vendor display their products in a public or Common Area including corridors and elevator lobbies Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building

29 Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord

30 Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority

31 Tenant and Tenant s employees agents contractors and other invitees shall not be permitted to bring firearms onto the Real Property or surrounding areas at any time

32 Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations or to make such other and further reasonable Rules and Regulations as in Landlord s judgment may from time to time be necessary for the management, safety, care and cleanliness of the Real Property and for the preservation of good order thereof as well as for the convenience of other occupants and tenants thereof Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises

EXHIBIT F

ESTOPPEL CERTIFICATE

TO _____ a _____ and _____ a _____

The undersigned _____ [(Tenant)][(Landlord)] hereby certify to _____ a _____, as follows

1 Attached hereto is a true correct and complete copy of that certain lease dated _____ 200__ between Landlord and Tenant (the Lease) which demises premises located at Suite ___ _____ California (the Premises) The Lease is now in full force and has not been amended modified or supplemented except as set forth in Paragraph 4 below

2 The term of the Lease commenced on _____ 200__

3 The term of the Lease shall expire on _____ 200__ There are _____ options to extend the Lease term for a total period of _____ years _____ of which has been exercised There are no options to expand the Premises

4 The Lease has (Initial one)

(_____) not been amended modified supplemented extended renewed or assigned

(_____) been amended modified supplemented extended renewed or assigned by the following described agreements copies of which are attached hereto

_____

_____

5 Tenant has [not] accepted [and is now in possession of] the Premises

6 [Tenant][Landlord] acknowledges that [Landlord s][Tenant s] interest in the Lease will be assigned to _____ and that no modification adjustment revision or cancellation of the Lease or amendments thereto shall be effective unless the prior written consent of _____ is obtained

7 The amount of fixed monthly rent is $_____

8 The amount of security deposits (if any) is $_____ No other security deposits have been made

9 Tenant is paying the full lease rental which has been paid in full as of the date of this Certificate except _____ No rent or other amount under the Lease has been paid for more than thirty (30) days in advance of its due date except _____

10 To [Tenant s][Landlord s] current actual knowledge without any duty of inquiry all work required to be performed by Landlord under the Lease and the Work Letter Agreement (as defined in the Lease) has been completed except _____

11 To [Tenant s][Landlord s] current actual knowledge without any duty of inquiry there are no defaults on the part of the Landlord or Tenant under the Lease except _____

12 To [Tenant s][Landlord s] current actual knowledge without any duty of inquiry [Tenant][Landlord] has no defense as to its obligations under the Lease and claims no set-off or counterclaim against [Landlord][Tenant] except _____

13 Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies except as provided in the Lease and except _____

All provisions of the Lease and the amendments thereto (if any) referred to above are hereby ratified

[FOR TENANT ESTOPPEL]

The foregoing certification is made with the knowledge that Landlord is about to sell the Property to _____ or that _____ is about to fund a loan to Landlord which sale/loan Tenant understands is scheduled to close on _____ and that in either case the named party is relying upon the representations herein made in proceeding with that execution

[FOR LANDLORD ESTOPPEL]

The foregoing certification is made with the knowledge that this estoppel certificate may be delivered to Tenant s transferee or Tenant s prospective transferee and that in either case said transferee or prospective transferee will be relying upon the representations herein made in proceeding with that execution

This Certificate has been duly executed and delivered by the authorized officers of the undersigned as of _____ 200__

[TENANT]["LANDLORD']

By _____

Its _____