


UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor WOMEN FIRST HEALTHCARE, INC		Case Number 04-11278 (MFW)
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503		
Name of Creditor (The person or other entity to whom the debtor owes money or property) CITICORP VENDOR FINANCE, INC		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court THIS SPACE IS FOR COURT USE ONLY
Name and address where notices should be sent Farr, Burke, Gambacorta & Wright, P C P O Box 788 211 Benigno Boulevard Bellmawr, New Jersey 08099-0788		
Telephone number 856-931-1030		
Account or other number by which creditor identifies debtor 3246791	Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim dated _____	
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services Performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Pre-Petition Lease Arrears</u> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensation (fill out below) Last four digits of SS # _____ Unpaid compensation for services performed From _____ to _____ (date) (date)		
2 Date debt was incurred		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>4,104 20</u> (unsecured) (secured) (priority) (Total)		
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____		7 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$4 650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____) *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
6 Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority		THIS SPACE IS FOR COURT USE ONLY <div style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">JUL 06 2004</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">BMC</div> <div style="text-align: center; font-size: 10pt;">Women First Healthcare Inc</div>  <div style="text-align: center; font-size: 8pt;">00028</div>
8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim		
9 Supporting Documents Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous, attach a summary		
10 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim		
Date <u>6/30/04</u>	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) SERGIO I SCUTERI, Esq	
Penalty for presenting fraudulent claim Fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571 PROOF OF CLAIM DOT SIS/lb		

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In Re

CHAPTER 11

WOMEN FIRST HEALTHCARE, INC ,

Case No 04-11278 (MFW)

Debtor

**PROOF OF CLAIM
(CITICORP VENDOR FINANCE, INC.)**

- 1 This Proof of Claim is made for and on behalf of Citicorp Vendor Finance, Inc (“Citicorp”), having an address at 1800 Overcenter Drive, Moberly, MO 65270
- 2 This Proof of Claim is filed against debtor, Women First Healthcare, Inc
- 3 The grounds for liability are as follows
 - A On or about November 29, 2001, Debtor entered into a Lease Agreement and schedules (collectively “Lease”) with Citicorp, either directly or by assignment, for the lease of an HP Model 8150 MFP printer, s/n 8150MJPBTM21417, an HP Model 8000 printer, s/n USDH096337, an HP Model 4550 N printer, s/n JPPAB21778, and an HP MFP Upgrade, s/n USGD006834 (collectively “Equipment”), as more particularly set forth in the Lease, a copy of which is attached hereto as Exhibit “A” The Lease also incorporates a service contract on eight (8) pre-existing copier machines
 - B Pursuant to the terms of the Lease, title to the aforementioned equipment at all times remained in Citicorp
- 4 The balance due thereon as of the Debtor’s petition date was \$4,104 20, consisting of monthly rental payments for March 2004 and April 2004

NOTE This figure represents the amount due as of the date of filing. It does not represent the full balance due under the Lease or the amount necessary to cure any default in the event that the Lease is assumed Furthermore, unless otherwise stated, it is not being filed as a rejection claim as to the Lease and Citicorp reserves the right to file a rejection claim if and when the Lease is rejected. As of this date, Citicorp has not received notice of rejection of the Lease.

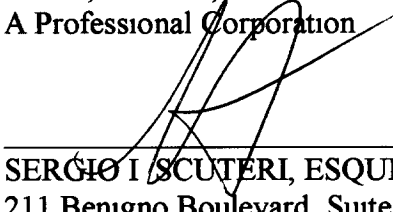
- 5 No judgment has been rendered on this claim
- 6 This claim is not subject to any setoff or counterclaim
- 7 Citicorp reserves the right to further amend and/or supplement this Proof of Claim

8 Citicorp reserves all of its rights under the above-described obligations. The filing of this Proof of Claim is not intended to be and shall not be considered as (1) a waiver of any past, present or future event of default, or (2) a waiver or limitation of any rights of Citicorp under the above-described obligations.

FARR, BURKE, GAMBACORTA & WRIGHT
A Professional Corporation

Dated 6/29/04

By



SERGIO I. SCUTERI, ESQUIRE
211 Benigno Boulevard, Suite 201
Bellmawr, NJ 08031
Telephone No (215) 751-0919
Telecopier No (856) 931-3940
Attorneys for Citicorp Vendor Finance, Inc



SUPPLIER

COST PER COPY RENTAL AGREEMENT

EQUIPMENT DESCRIPTION ("EQUIPMENT")	SERIAL NUMBER	MONTHLY MINIMUM RENTAL	MONTHLY USAGE ALLOWANCE	EXCESS USAGE CHARGE*
SEE Schedule A & B		\$1725 90	20,000	.02

INITIAL TERM OF AGREEMENT 60 MONTHS SECURITY DEPOSIT \$ 0

PLUS APPLICABLE SALES TAX *ADVANCE RENTAL \$ 0

Excess copy charges to be billed quarterly

Equipment Location (if different than billing address)

Street _____ City _____ State _____ Zip _____

Customer Contact for Meter Readings _____ Fax No (858) 509-1353

Purchase Order # _____ If this information differs for each machine please attach schedule

TERMS AND CONDITIONS

The words YOU and YOUR mean the user of the ("Equipment"). The words WE US and OUR refer to the owner of the Equipment.

1 RENTAL AGREEMENT ("AGREEMENT") We agree to rent to you and you agree to rent from us the Equipment listed above. You promise to pay us the Monthly Minimum Rental ("MMR") shown above plus the Excess Copy Charge ("ECC") shown above on copies in excess of the Monthly Copy Allowance ("MCA") if in any month your Usage is less than the MCA you cannot carry over a credit to any other month and are obligated to pay the MMR. You authorize us to insert the serial numbers when we so determine them. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code.

2. TERM AND RENT: The Agreement shall commence on the day that any of the Equipment is delivered to you (the Commencement Date). The MMR shall be payable in advance in the amounts and for the initial term provided above commencing on the Commencement Date. ECC shall be payable monthly in arrears as billed. You agree to provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by us. If meter readings are not received in a timely manner charges may be estimated by us. YOUR OBLIGATION TO PAY THE MONTHLY MINIMUM RENTAL AND OTHER SUMS AND ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT SET-OFF DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER INCLUDING WITHOUT LIMITATION ANY CLAIM THAT YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR EQUIPMENT MANUFACTURER. This Agreement is NON CANCELABLE.

3 USE AND MAINTENANCE, NO WARRANTIES You have selected the Equipment supplier and we are renting the Equipment to you AS IS. We are not the supplier or Equipment manufacturer. You have entered into a separate Agreement with the dealer or Equipment manufacturer for supplies and maintenance of the Equipment, which is not a part of this Rental Agreement. WE EXPRESSLY DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT OR INFRINGEMENT OR THE LIKE YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL OF THE EQUIPMENT IS OF FUNCTION DESIGN AND CAPACITY AND OTHER SPECIFICATIONS SELECTED SOLELY BY YOU AND THAT WE HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY PROPERTY DAMAGES LOSS OF BUSINESS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY OR RELATED TO THE EQUIPMENT ITS MANUFACTURE INSTALLATION FUNCTIONING OR OPERATION OR CAUSED BY ANY DELAYS IN MAKING DELIVERIES OR REPAIRS OR BY THE MANUFACTURER'S OR SUPPLIER'S PERFORMANCE OF MAINTENANCE ON THE EQUIPMENT YOU ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICES FOR THE EQUIPMENT BY THE MANUFACTURER OR SUPPLIER DOES NOT IN ANY WAY AFFECT THE DISCLAIMER SET FORTH HEREIN AND DOES NOT ASSURE IN ANY MANNER WHATSOEVER UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT

THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE ARE MADE A PART HEREOF

Women First Health Care Inc. Phone No (858) 509-1171 Date 11/29/01

FULL LEGAL NAME OF USER

Patti Consilvo Dir of Ops 12220 EL CAMINO REAL, Suite 400

AUTHORIZED SIGNER TITLE BILLING ADDRESS

Patti Consilvo San Diego CA 92130

PRINT NAME CITY STATE ZIP

GUARANTY

I guarantee that User will pay all rental payments and other sums due under the Rental Agreement when due and that User will perform all other obligations under the Rental Agreement. I also agree that Owner may make other arrangements with User and I will still be responsible for User's payments and obligations under the Rental Agreement. If User defaults under the Rental Agreement, I agree to immediately pay all amounts due without notice from Owner of User's default plus any attorneys fees and other costs. I agree this Guaranty continues until the Rental Agreement is fully paid can be enforced by Owner's assignee and that paragraph 11 of the Rental Agreement is a part hereof

X _____ DATE _____ INDIVIDUALLY

WITNESS SIGNATURE DATE

X _____ DATE _____

GUARANTOR SIGNATURE DATE

PRINT NAME DATE

4 OWNERSHIP REDELIVERY AND RENEWAL. We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits therefrom in states where permissible you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment including Uniform Commercial Code Financing Statements to be filed or recorded and refiled and re-recorded and grant us the right to execute your name thereto You agree to execute and deliver any statement or instrument requested by us for such purpose You agree to pay or reimburse us for any searches filings recordings stamp fees or taxes related to the filing or recording of any such instrument or statement. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, you shall give us written notice of your intention to return the Equipment to us Provided you have given such timely notice you shall return the Equipment, freight and insurance prepaid to us in good repair condition and working order ordinary wear and tear excepted in a manner and to a location designated by us. If you fail to so notify us, or having notified us you fail to return the Equipment as provided herein this Agreement shall renew for additional terms of twelve (12) months each at a periodic rent equal to 100% of the MMP provided herein. In the event that you have been granted a purchase option and you do not exercise such option, then upon termination of this Agreement you shall remit to us a one hundred (\$150) dollar Equipment re-stocking fee payable upon your request for authorization to return the Equipment. The restocking fee is payable in addition to shipping costs for return of Equipment

5. RISK OF LOSS AND INSURANCE You are responsible for providing an installation site which conforms to the manufacturer's published space electrical and environmental requirements and allowing the manufacturer or supplier access to the Equipment for purposes of maintenance and monitoring meter readings. Except for ordinary wear and tear you are responsible for protecting the Equipment from damage and loss of any kind IF THE EQUIPMENT IS DAMAGED OR LOST YOU AGREE TO CONTINUE TO PAY THE MMP AND ALL OTHER SUMS DUE HEREUNDER. You agree during the term of this Agreement to keep the Equipment fully insured against loss naming us as loss payee, to obtain a general public liability insurance policy from a company acceptable to us including us as an insured on the policy You agree to provide us certificates or other evidence of insurance if you do not you agree that we have the right but not the obligation to obtain such insurance in which event you agree to pay for all costs thereof

6 INDEMNITY We are not responsible for any losses or injuries caused by the installation, or use of the Equipment You agree to reimburse us for and to defend us against any claims for losses or injuries caused by the Equipment.

7 TAXES AND FEES. You agree to pay when due or reimburse us for all taxes fees fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed levied or assessed by any state federal or local government or agency You agree to pay us a fee of \$175.00 to reimburse us for the expense of preparing financing statements and for other documentation costs

EQUIPMENT LOCATED IN CERTAIN STATES is subject to sales tax laws which require that tax be paid up front if you choose to pay this tax up front, you may include with your security deposit or advance payment, your check for the current percent of tax applied to the cost of Equipment If you do not include it up front, then you hereby authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above

8. LOCATION OF EQUIPMENT You will keep and use the Equipment only at your address shown above and for business purposes only You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it. You agree that the Equipment will be used for business purposes only

9. DEFAULT AND REMEDIES If you (a) fail to pay any MMP or any other payment hereunder when due or (b) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice or (c) become insolvent or make an assignment for the benefit of creditors or (d) a receiver trustee conservator or liquidator is appointed on your behalf with or without your consent, you shall be in default under this Agreement and we may to the extent permitted by applicable law exercise any one or more of the following remedies (i) declare due due and receive from you the sum of all MMP and other amounts due and owing under this Agreement or any schedule thereto plus the sum of all MMP for the unexpired term of this Agreement or any schedule thereto discounted at the rate of 8% per annum, and demand the return of the Equipment in accordance with section 4 hereof (ii) to similarly accelerate the balances due under any other Agreements between us, (iii) to take immediate possession of the Equipment, (iv) charge you interest on all monies due us from and after the date of default at the rate of one and one third percent (1-1/3%) per month until paid but in no event more than the maximum rate permitted by law (v) require you to return all Equipment at your expense to a place reasonably designated by us (vi) to charge you for all expenses incurred in connection with the enforcement of any of our remedies including all costs of collection reasonable attorney's fees and court costs. You shall also be liable for all attorney's fees and costs incurred by Lessor after judgment has been entered against Lessee by any court.

Whenever any payment is not made by you when due hereunder you agree to pay us not later than one month thereafter as an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar for each such delayed payment, or \$15.00 whichever is higher but only to the extent permitted by law Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein

All our remedies are cumulative, are in addition to any other remedies provided for by law and may to the extent permitted by law be exercised either concurrently or separately Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

10 ASSIGNMENT YOU HAVE NO RIGHT TO SELL TRANSFER ASSIGN THIS AGREEMENT OR SUBLEASE PLEDGE OR OTHERWISE ENCUMBER THE EQUIPMENT We may sell assign or transfer this Agreement. You agree that if we sell assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims defenses or set-offs that you may have against us

11 CONSENT TO JURISDICTION AND GOVERNING LAW YOU AND ALL GUARANTORS CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF ANY AGREEMENT GUARANTY SETTLEMENT AGREEMENT PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH US THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU AND/OR ANY GUARANTORS MAY BE FILED IN NEW JERSEY AND THAT YOU AND/OR ANY OF THE GUARANTORS MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY You and all guarantors agree that service of process by certified mail return receipt requested shall be deemed the equivalent of personal service in any such action However nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. ANY LEGAL ACTION SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

12. ENTIRE AGREEMENT You agree that we may insert or correct information on this Agreement including your legal name and the Equipment's description, serial number and location otherwise the Agreement constitutes the entire agreement between the parties superseding all previous proposals oral or written No representation or statement not contained on the original of this Agreement shall be binding as a warranty or otherwise nor shall this Agreement be modified or amended except in writing signed by us and by you You expressly disclaim having relied upon any representation or statement concerning the capability condition, operation performance or specifications of the Equipment except to the extent set forth on the original of this Agreement

13. CUSTOMER P O You agree that any Purchase Order issued to us covering the rental of this Equipment is issued for purposes of authorization and your internal use only and none of its terms and conditions shall modify the terms and conditions of this Agreement.

LESSEE SIGN HERE. X

Paul Corak

TITLE *Prod Ops*

DATE *11-30-01*

ACCEPTED BY
11255 KIRKLAND WAY SUITE 3000 KIRKLAND WA 98033
BY *[Signature]* DATE *1-15-02*



Date January 17, 2002

RE Lease Agreement between Women First Healthcare Inc. ("Lessee"), and Citicorp Vendor Finance, Inc. (fka Copelco Capital, Inc) ("Lessor"), covering see schedule A & B, ("Equipment")

To whom it may concern.

The undersigned hereby confirms the authority of Patti Consiglio to enter into Lease Agreements with Citicorp Vendor Finance, Inc on behalf of Women First Healthcare Inc

Sincerely

By

(Lessee)

Charles M. Deparate / VP & CFO

(Name / Title)

Print Inc

535 West Iron Ave Mesa, Arizona, 85210 (877) 83-PRINT



Equipment Delivery and
Acceptance Receipt

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the Equipment leased from Print, Inc

Women First Health Care

(Full Legal Name of Lessee)

By

Patricia Consue

(Authorized Signature)

(Print Name of Signer)

(Date)



ORIGINAL

3246791

COST PER COPY AMENDMENT

Reference is made to Cost Per Copy Rental Agreement ("Agreement") entered into between Women First Healthcare, as User ("Lessee") and Print, Inc as Owner, dated 1/22/02 covering All Leased Assets (Equipment)
Lease # 3246790 - 01

Said Agreement is amended as follows

Whereas The Agreement indicated the Monthly Minimum Rental to be \$1725.90, it is hereby amended to read \$1837.70

Whereas The Agreement indicated the Monthly Copy Allowance to be 20,000 copies, it is hereby amended to read 22,000 copies

Whereas The Agreement indicated the B/W Excess Copy Charge to be .02 per copy it is hereby amended to read billed .02 per copy

Whereas The addition of a _____ to the billing
The meter reading for this machine(s) on _____ was _____

Whereas The deletion of a _____ to the billing
The meter reading for this machine(s) on _____ was _____

All other terms and conditions of the Agreement remain in full force and effect

Print, Inc
Owner

Women First Healthcare
Lessee

By

By

COO

VP

Title

Title

10/3/03

9/25/03

Date

Date

SCHEDULE A

PRINT INC. SERVICE MANAGEMENT AGREEMENT


By and between

Print Inc and Women First Health Care

Dated _____, 2001

NEW EQUIPMENT ITEM DESCRIPTION LIST

Equipment	SN	Start Meter
HP 8150 MFP		✓
HP 8150 MFP Kit		
40 EasyLink Fax Lines		

1. Print, Inc agrees to take quarterly meter readings on both the printers & fax volume and adjust agreement accordingly 

1/12/02

Patricia Coradine

PC

Patricia Coradine

PC

SCHEDULE B

PRINT INC SERVICE MANAGEMENT AGREEMENT

By and between
Print Inc. and Women First Health Care
Dated _____, 2001

CURRENT EQUIPMENT ITEM DESCRIPTION LIST

Equipment	SN	Start Meter
HP LJ 4000		
HP LJ 4000		
HP LJ 4000		
HP LJ 8000		
HP LJ 1200		
HP LJ 2100		
HP LJ 4		

HP LJ 4550N Color Printer		
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(Service & Supplies invoiced at 25 per page)

Patricia Corralino

Women First HealthCare

Printer type	Serial number	ID Number	Schedule	Printer Location	Location	Initial Page Count
HP LaserJet 8150MFP ✓	JPBTM21417	22507	A		San Diego CA	0
Upgrade Kit	JPGD010365	22507	Included		San Diego CA	
2,000 Sheet Tray	JPHH178316	22507	Included		San Diego CA	
3 000 Sheet Stapler Stacker	MX03D05305	22507	Included		San Diego CA	
Module Stand	No SN	22507	Included		San Diego, CA	
Upgrade Kit	USGD006834	22508	A		San Diego CA	
3,000 Sheet Stapler Stacker	MX03D01757	22508	Included		San Diego, CA	
Module Stand	No SN	22508	Included		San Diego CA	
40- Easylink	No SN		A		San Diego, CA	No Page Count
HP LaserJet 1200 ✓	CNCQ190558	8818	B		San Diego, CA	11 299
HP LaserJet 2100 ✓	USDX160774	22520	B		San Diego CA	1 013
HP LaserJet 4 ✓	USTC074371	22517	B		San Diego CA	66 363
HP LaserJet 4000 ✓	USEF183707	22519	B		San Diego CA	311,602
HP LaserJet 4000 ✓	USEF183699	22506	B		San Diego CA	296,564
HP LaserJet 4000 ✓	USMC128601	22518	B		San Diego CA	37 680
HP LaserJet 8000 ✓	USDH096337	22505	B		San Diego CA	22 663
HP Color LaserJet 4550N ✓	JPPAB21778	22504	B		San Diego CA	Color 13 135 B&W 422

Women First HealthCare
 12220 El Camino Real, Suite 400
 San Diego, CA 92130
 Ben Corn
 858-509-3850

Sales Rep Bill Wirth
 Lease Co CitiCapital
 Approval D207000073
 Funding

Farr, Burke, Gambacorta & Wright

Attorneys at Law / A Professional Corporation

211 Benigno Boulevard P O Box 788 Bellmawr New Jersey 08099-0788 856 931 1030 Telecopier 931 3940 or 931 3028

e-mail sscuteri@farrlawnet.com

June 30, 2004

Women First Healthcare, Inc c/o BMC Group
F/k/a Bankruptcy Management Corporation
PO Box 983
El Segundo, CA 90245-0983

In re Women First Healthcare, Inc
Case No 04-11278 (MFW)

Dear Sir or Madam

This firm represents Citicorp Vendor Finance, Inc in the above matter Enclosed please find an original and one copy of a Proof of Claim

Kindly file the original and return a filed copy to me in the envelope provided

Thank you

Very truly yours,


SERGIO I SCUTERI

SIS/lb

Enc

Cc Kara Hammond, Esquire (w/enc)
United States Trustee (w/enc)
Kurt F Gwynne, Esquire (w/enc)

M Leroy Cobbin
1903 1992

▲ Admitted in NJ
● Admitted in PA
▼ Admitted in DE
■ Certified Civil Trial Attorney

Thomas C Burke▲
Bari J Gambacorta▲
William G Wright▲■

Delaware Office
PO Box 510
914 Walnut Street
Wilmington DE 19899
Attention Clark C Kingery Esquire
302 428 1077

Elizabeth T Edge▲●
Sergio I Scuteri▲●
Laura M Egerman▲

Of Counsel
William R Farr
John R Weaver Jr ▼
Clark C Kingery ▼●

Pennsylvania Office
325 Chestnut Street Suite 1300
Philadelphia PA 19106
215 751 0919