

JUL 29 2004 15 40 FR CIBC

212 885 4913 TO 916502342455

P 02

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS

| | | | |
|---|--|---|--|
| In re Women First HealthCare, Inc., Debtor | | Case Number 04-11278 (MFW) | 5960 \$71,482.31 Unsecured |
| 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. | | <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 notice from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court. | The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY |
| Name of Creditor and Address CIBC 425 LEXINGTON AVE 3RD FLOOR NEW YORK NY 10017 | | 06509440003584 | |
| Creditor Telephone Number () | | ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR | |
| Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> or a previously filed claim dated _____ amends | | | |

1 BASIS FOR CLAIM

| | | |
|--|---|--|
| <input type="checkbox"/> Goods sold | <input type="checkbox"/> Personal injury/wrongful death | <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) |
| <input checked="" type="checkbox"/> Services performed | <input type="checkbox"/> Taxes | <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) |
| <input type="checkbox"/> Money loaned | <input type="checkbox"/> Other (describe briefly) | 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 \$ 71,482.31 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ 71,482.31 (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

☐ 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.

| | |
|--|---|
| <p>5 SECURED CLAIM</p> <p><input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).</p> <p>Brief description of collateral:</p> <p><input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle</p> <p><input type="checkbox"/> Other _____</p> <p>Value of Collateral \$ _____</p> <p>Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____</p> | <p>7 UNSECURED PRIORITY CLAIM</p> <p><input type="checkbox"/> Check this box if you have an unsecured priority claim.</p> <p>Amount entitled to priority \$ _____</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925) 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)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Up to \$2,225 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 507(a) (____): _____</p> <p><small>Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small></p> |
|--|---|

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 your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.

| | | |
|--|--|---|
| The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 pm, Eastern Time on August 31, 2004. | | THIS SPACE FOR COURT USE ONLY FILED AUG 24 2004 BMC Women First Healthcare, Inc. 00112 |
| BY MAIL TO Women First HealthCare, Inc. c/o BMC Group / WFA Bankruptcy Management Corp. PO Box 983 El Segundo, CA 90245 0883 | BY HAND OR OVERNIGHT DELIVERY TO Women First HealthCare, Inc. c/o BMC Group / WFA Bankruptcy Management Corp. 1330 East Franklin Ave. El Segundo, CA 90245 | |

| | |
|-------------------------------|--|
| DATE SIGNED <u>8/03/04</u> | SIGN and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). <u>Michael Fekete</u> Michael Fekete |
|-------------------------------|--|

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

| | | |
|-------------------------------|---|------------------------|
| In re |) | Chapter 11 |
| |) | |
| WOMEN FIRST HEALTHCARE, INC , |) | Case No 04-11278 (MFW) |
| |) | |
| Debtor |) | |

NOTICE OF BAR DATES FOR FILING OF PROOFS OF CLAIM

TO ALL CREDITORS AND EQUITY INTEREST HOLDERS

On June 25, 2004, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order in the above-captioned chapter 11 case [Docket No 203] (the "Bar Date Order") establishing certain claims bar dates in the chapter 11 case of the above-captioned debtor and debtor in possession (the "Debtor"). By the Bar Date Order, the Court authorized the Debtor to fix as the general claims bar date (the "General Bar Date") a date that is no fewer than sixty (60) days after the date of service of this Notice. Pursuant to this authority, the General Bar Date in the Debtor's chapter 11 case has been fixed as August 31, 2004. Except as described below, the Bar Date Order requires all Entities that have or assert any prepetition Claims against the Debtor to file proofs of claim with Bankruptcy Management Corporation ("BMC"), the claims noticing and balloting agent in this case, so that their proofs of claim are received by BMC on or before 4 00 p m , Eastern Daylight Time, on the General Bar Date. Please note that the terms "Entity" and "Claim" are defined below.

For your convenience, enclosed with this Notice is a proof of claim form, which identifies on its face the amount, nature and classification of your Claim(s), if any, listed in the Debtor's schedules of assets and liabilities and statement of financial affairs filed in this case (collectively, the "Schedules")

KEY DEFINITIONS

As used in this Notice, the term "Entity" has the meaning given to it in section 101(15) of the Bankruptcy Code, 11 U S C §§ 101-1330 (the "Bankruptcy Code"), and includes all persons (individuals, partnerships and corporations), estates, trusts, Governmental Units and the United States Trustee.

As used in this Notice, the term "Claim" shall mean, as to or against the Debtor and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Vohs, Juliette

From Mausehund, Ryan
Sent Wednesday, July 28, 2004 5 13 PM
To Vohs, Juliette

Julie,

This was sent in January 2004

Best,

Ryan



1 21 04
Invoice doc



01 21 04
Expenses xls

12/4

JA
Bmce



MICHAEL FEKETE
Managing Director
Healthcare Investment Banking
Healthcare

CIBC WORLD MARKETS CORP
2460 Sand Hill Road
Suite 201
Menlo Park CA 94025
Tel 650 234 2413
Fax 650 234 2454
Tel 888 234 9001
michael.fekete@us.cibc.com

November 7, 2002

PERSONAL AND CONFIDENTIAL

Women First HealthCare, Inc
12220 El Camino Real, Suite 400
San Diego, CA 92130

99901218
WOM11006

Attention Edward Calesa
Chairman, President and Chief Executive Officer

This letter agreement confirms the engagement of CIBC World Markets Corp ("CIBC World Markets") by Women First HealthCare, Inc (together with its subsidiaries and affiliates, the "Company") to act as exclusive financial advisor to the Company solely in connection with a possible sale or other transfer, directly or indirectly and whether in one or a series of transactions, of all or the majority (i.e., 50% or greater) of the assets or securities of the Company to one or more of the identified parties listed in Exhibit 1 (together with each of their subsidiaries and affiliates, the "Identified Parties"), as such Exhibit may be amended from time to time, or any extraordinary corporate transaction involving a change in control of a majority of the assets or securities of the Company and one or more Identified Parties, regardless of the form or structure of such transaction (the "Transaction"). For purposes of this Agreement, the sale or transfer of the "As We Change Division" by itself will not constitute a Transaction, provided, however, that to the extent that such division is sold in connection with a Transaction, then the assets of the "As We Change Division" will count as a portion of the Transaction Value.

Alternate Transaction If a transaction with one or more Identified Parties involves the sale or other disposition of control of less than 50% of the securities or assets of the Company, including but not limited to a strategic investment by one or more Identified Parties in one or more classes or series of outstanding or newly issued securities of the Company pursuant to an exemption from the registration requirements of the Securities Act of 1933, then the Company and CIBC World Markets will mutually agree in good faith upon an appropriate fee to be payable to CIBC World Markets in cash on the closing date of such transaction taking into account, among other things, the nature of such transaction and the efforts of CIBC World Markets in assisting the Company with such transaction.

Services CIBC World Markets will provide you with financial advice and assistance in connection with the Transaction, which may involve to the extent requested by you and appropriate for the Transaction, advice and assistance in connection with defining strategic and financial objectives, identifying potential

parties to a Transaction, assisting in the preparation of a confidential memorandum describing the Company and related materials for distribution to such parties, reviewing financial information and assisting in negotiations of the financial terms and structure of the Transaction

If requested by the Board of Directors or the Special Committee of the Board, we also will render an opinion as to the fairness, from a financial point of view, to the Company or its shareholders of the consideration to be received by the Company or the holders of its common stock, as the case may be, in connection with a Transaction (or, in the case of a Transaction involving an exchange of securities, the exchange ratio) (the "Opinion"), subject to the approval of CIBC World Markets' M&A Committee. CIBC World Markets consents to the inclusion of the Opinion in its entirety and any references to such Opinion in any prospectus, proxy statement or solicitation/recommendation statement required to be distributed to the Company's shareholders in connection with a Transaction so long as such inclusion or reference is in form and substance reasonably acceptable to CIBC World Markets and its counsel.

If you should request us to provide additional services not otherwise contemplated by this letter agreement, the Company and CIBC World Markets will enter into an additional letter agreement which will set forth the nature and scope of the services, appropriate compensation and other customary matters, as mutually agreed upon by the Company and CIBC World Markets.

Compensation In connection with this engagement, the Company agrees to pay CIBC World Markets (a) an opinion fee equal to the greater of \$250,000 or twenty percent (20%) of the transaction fee (set forth below), payable upon the earlier of the oral or written delivery of the Opinion, plus (b) a transaction fee, calculated in accordance with Annex B hereto, payable in cash on the closing date of the Transaction if, during this engagement or within 18 months thereafter (the "Tail Period"), a Transaction is consummated or an agreement is entered into that subsequently results in a Transaction with one or more Identified Parties. However, if a Transaction occurs with Johnson & Johnson following the Termination Notice Date, then the Company will not pay CIBC World Markets the transaction fee unless the Company requests CIBC World Markets assistance with such transaction during the Tail Period, in which case CIBC World Markets shall be entitled to a transaction fee hereunder. The Company and CIBC World Markets hereby agree that, upon termination of this Agreement, Exhibit 1 shall be automatically amended to include (i) any third party contacted by CIBC World Markets or the Company prior to the Termination Notice Date and (ii) any third party that initiated contact with the Company regarding a potential Transaction prior to the Termination Notice Date. For purposes of documentation only, CIBC World Markets will send the Company a final amended version of Exhibit 1 within a reasonable time after the Termination Date. If a Transaction is not consummated, but the Company receives a "break-up" fee or any other payment as a result of the termination of the Transaction or realizes any profits from the exercise of any options or warrants granted to the Company in connection with a Transaction, then the Company will pay to CIBC World Markets a fee equal to 20% of such fee, profit or other payment, payable in cash when any such amount is paid to the Company or any such option or warrant is exercised. The Opinion fee, to the extent previously paid, will be credited against the transaction fee.

The Company also agrees to periodically reimburse CIBC World Markets promptly when invoiced for all of its reasonable out-of-pocket expenses (including reasonable fees and expenses of its legal counsel) in connection with the performance of its services hereunder, regardless of whether a Transaction occurs, provided, that, except as otherwise contemplated by Annex A hereto, expenses in excess of \$25,000 will require the consent of the Company (which consent will not be unreasonably withheld). Upon

termination of this letter agreement or completion of a Transaction, the Company agrees to pay promptly in cash any unreimbursed expenses that have accrued as of such date. To the extent officers and employees of CIBC World Markets assist in, or provide testimony in trial or deposition for any action, suit or proceeding relating to a Transaction or our engagement hereunder, the Company will pay CIBC World Markets a per diem charge for the services of such officers in an amount to be mutually agreed upon by the Company and CIBC World Markets prior to such assistance.

Term This engagement will commence on the date of this letter agreement and terminate 30 days from the date on which a party receives written notice from the other party of termination of this engagement. The date upon which CIBC World Markets receives such written notice from the Company shall be referred to herein as the "Termination Notice Date." Notwithstanding the foregoing, the Company agrees that the provisions relating to the payment of fees, reimbursement of expenses, indemnification and contribution, confidentiality and waiver of the right to trial by jury will survive any such termination.

Indemnification As CIBC World Markets will be acting on your behalf, you agree to indemnify CIBC World Markets and certain related parties in the manner set forth in Annex A which is attached and incorporated by reference in its entirety to this letter agreement.

Use of Information The Company will furnish (or will cause potential third parties to furnish) to CIBC World Markets such information as CIBC World Markets requests for purposes of performing services under this letter agreement (the "Information"). The Company hereby agrees and represents that all Information relating to the Company furnished to CIBC World Markets will be accurate and complete in all material respects at the time provided, and that, if the Company is aware of any Information becoming materially inaccurate, incomplete or misleading during the engagement hereunder, the Company will promptly advise CIBC World Markets. The Company recognizes and confirms that CIBC World Markets assumes no responsibility for the accuracy and completeness of the Information and will be using and relying on the Information (and information available from generally recognized public sources) without assuming responsibility for independent verification or independent evaluation of any of the assets or liabilities of the Company or the third party.

Independent Contractor The Company acknowledges that in performing its services, CIBC World Markets is acting as an independent contractor with duties owing solely to the Company.

Confidentiality The Company further acknowledges that any service, information or advice, including the Opinion, provided by CIBC World Markets to the Company in connection with this engagement is for the confidential use of the Board of Directors and senior management of the Company and may not be disclosed or referred to publicly or to any third party, without our prior written consent, which consent will not be unreasonably withheld, except in the case of the inclusion of the Opinion or reference to it in a prospectus or proxy statement, which shall be governed by the "Services" section above.

Miscellaneous This letter agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be fully performed therein. The Company irrevocably submits to the jurisdiction of any court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of this letter agreement or our engagement hereunder.

Women First HealthCare, Inc
November 7, 2002

CIBC WORLD MARKETS CORP

Each of the Company and CIBC World Markets hereby waives any right it may have to a trial by jury in respect of any claim brought by or on behalf of either party based upon, arising out of or in connection with this letter agreement, our engagement hereunder or the transactions contemplated hereby

The Company represents and warrants to CIBC World Markets that there are no brokers, representatives or other persons which have an interest in compensation due to CIBC World Markets from any Transaction or our services contemplated herein

CIBC World Markets may, at its own expense, place announcements or advertisements in financial newspapers and journals describing our services hereunder upon consummation of the Transaction

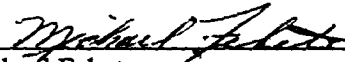
This letter agreement, and Annexes A and B hereto, constitute the entire understanding and agreement between the Company and CIBC World Markets with respect to the subject matter hereof and supercede all prior understandings or agreements between the parties with respect thereto, whether oral or written, express or implied. This letter agreement may not be amended or modified except in writing signed by the Company and CIBC World Markets and may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. All rights, liabilities and obligations hereunder will be binding upon and inure to the benefit of the Company, CIBC World Markets, each Indemnified Party (as defined in Annex A) and their respective successors and assigns

Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your financial advisor and are looking forward to working with you on this assignment

Very truly yours,

CIBC World Markets Corp

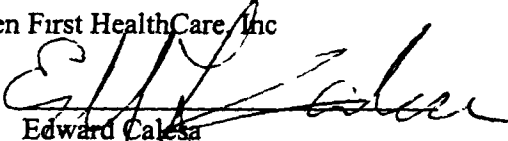
By


Michael Fekete
Managing Director

Agreed to and accepted as
of the above date

Women First HealthCare, Inc

By


Edward Calasa
Chairman, President and Chief Executive Officer

ANNEX A INDEMNIFICATION

The Company agrees to indemnify and hold harmless CIBC World Markets and its affiliates and their respective present and former directors, officers, employees, agents and controlling persons (each such person, including CIBC World Markets, an "Indemnified Party") to the extent fully permitted by law from and against any losses, claims, damages and liabilities, joint or several (collectively, the "Damages"), to which such Indemnified Party may become subject in connection with or otherwise relating to or arising from any transaction contemplated by this letter agreement or the engagement of or performance of services by an Indemnified Party thereunder, and will reimburse each Indemnified Party for all fees and expenses (including the fees and expenses of counsel) (collectively, "Expenses") as reasonably incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, the "Proceedings") arising therefrom, whether or not such Indemnified Party is a formal party to such Proceeding, provided, that the Company will not be liable to any such Indemnified Party to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder, and any payment or reimbursement made to any such Indemnified Party shall be repaid by such Indemnified Party. The Company also agrees that no Indemnified Party will have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any person asserting claims on behalf of the Company arising out of or in connection with any transactions contemplated by this letter agreement or the engagement of or performance of services by any Indemnified Party thereunder except to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the Indemnified Party, and any payment or reimbursement made to any such Indemnified Party shall be repaid by such Indemnified Party.

If for any reason other than in accordance with this letter agreement, the foregoing indemnity is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless, then the Company will contribute to the amount paid or payable by an Indemnified Party as a result of such Damages (including all Expenses incurred) in such proportion as is appropriate to reflect the relative benefits to the Company and/or its stockholders on the one hand, and CIBC World Markets on the other hand, in connection with the matters covered by this letter agreement or, if the foregoing allocation is not permitted by applicable law, not only such relative benefits but also the relative faults of such parties as well as any relevant equitable considerations. The Company agrees that for purposes of this paragraph the relative benefits to the Company and/or its stockholders and CIBC World Markets in connection with the matters covered by this letter agreement will be deemed to be in the same proportion that the total value paid or received or to be paid or received by the Company and/or its stockholders in connection with the transactions contemplated by this letter agreement, whether or not consummated, bears to the fees paid to CIBC World Markets under this letter agreement, provided, that in no event will the total contribution of all Indemnified Parties to all such Damages exceed the amount of fees actually received and retained by CIBC World Markets under this letter agreement (excluding any amounts received by CIBC World Markets as reimbursement of expenses). Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any alleged conduct relates to information provided by the Company or other conduct by the Company (or its employees or other agents) on the one hand, or by CIBC World Markets, on the other hand.

The Company agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not CIBC World Markets or any other Indemnified Party is a formal party to such Proceeding) in respect of which indemnification may be sought hereunder without the prior written consent of CIBC World Markets (which consent will not be unreasonably withheld), unless such waiver, release or settlement (i) includes an unconditional release of CIBC World Markets and each Indemnified Party from all liability arising out of such Proceeding and (ii) does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party.

The indemnity, reimbursement and contribution obligations of the Company hereunder will be in addition to any liability which the Company may have at common law or otherwise to any Indemnified Party and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or an Indemnified Party. The provisions of this Annex will survive the modification or termination of this letter agreement.

ANNEX B

**CIBC WORLD MARKETS CORP
STANDARD M&A FEE SCHEDULE**

The Transaction Fee will be calculated by multiplying the applicable Transaction Fee Percentage and the Transaction Value. For Transaction Value of \$50 million or less, the Transaction Fee will be 2.00% of the Transaction Value subject to a minimum of \$750,000, for Transaction Value in excess of \$500 million, the Transaction Fee will be 0.70% of the Transaction Value, and for all other Transaction Values, the Transaction Fee Percentage will be calculated in accordance with the following table, where the Transaction Fee Percentage is prorated between the intervals of the Transaction Value Markers.

| <u>Transaction Value Marker</u> (\$000s) | <u>Transaction Fee Percentage</u> | <u>Transaction Fee</u> |
|---|-----------------------------------|------------------------|
| \$ 50,000 | 2.00% | \$ 1,000,000 |
| \$ 100,000 | 1.50% | \$ 1,500,000 |
| \$ 200,000 | 1.00% | \$ 2,000,000 |
| \$ 500,000 | 0.70% | \$ 3,500,000 |

As used in this letter agreement, "Transaction Value" means the total value (on the date of payment) of all consideration (including cash, securities or other property) paid or received or to be paid or received, directly or indirectly, in connection with a Transaction in respect of assets or outstanding securities on a fully diluted basis (treating any securities issuable upon the exercise of options, warrants or other convertible securities and any securities to be redeemed as outstanding, whether or not vested), plus the principal amount of any debt (including capitalized leases) outstanding or assumed, refinanced or extinguished in connection with a Transaction, and amounts payable in connection with a Transaction in respect of employment or consulting agreements, agreements not to compete or similar arrangements. If any portion of Transaction Value is payable in the form of securities, the value of such securities, for purposes of calculating our transaction fee, will be determined based on the average closing price for such securities for the 20 trading days prior to the closing of the Transaction. In the case of securities that do not have an existing public market, our Transaction Fee will be determined based on the fair market value of such securities as mutually agreed upon in good faith by the Company and CIBC World Markets prior to the closing of the Transaction. Fees on amounts paid into escrow will be payable upon the establishment of such escrow. Fees relating to contingent payments other than escrowed amounts will be calculated based on the present value of the reasonably expected maximum amount of such contingent payments as determined in good faith by the Company and CIBC World Markets prior to the closing of the Transaction, utilizing a discount rate equal to the prime rate published in The Wall Street Journal on the last business day preceding the closing of the Transaction.

EXHIBIT 1

List of Identified Parties

Identified Parties

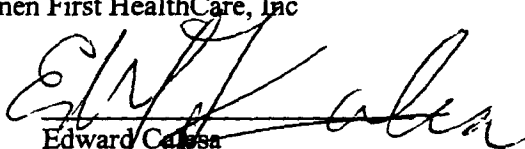
Date of Identification

| | |
|------------------------------------|----------|
| Barr Laboratories, Inc | 10/15/02 |
| Bristol-Myers Squibb Company | 10/15/02 |
| Galen Holdings PLC | 10/15/02 |
| Galderma S A | 10/15/02 |
| Johnson & Johnson | 10/15/02 |
| King Pharmaceuticals, Inc | 09/01/02 |
| KV Pharmaceutical Company | 10/15/02 |
| Medicis Pharmaceutical Corporation | 10/15/02 |
| Watson Pharmaceuticals, Inc | 10/15/02 |
| Wyeth | 10/15/02 |
| Schering Aktiengesellschaft | 10/15/02 |
| Solvay S A | 10/15/02 |

Agreed to and accepted as
of the above date

Women First HealthCare, Inc

By



Edward Callesa
Chairman, President and Chief Executive Officer