UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

In re

Women First HealthCare, Inc ,
Debtor

Case Number

04-11278 (MFW)

YOUR CLAIM IS SCHEDULED AS

s2881

$144 251 66 Unsecured Contingent Disputed Unliquidated

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

☐ 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

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ 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

06509440005502

CARDINAL HEALTH INC
PO BOX 182516
COLUMBUS OH 43218 2516

Creditor Telephone Number ( )

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

2655

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (describe briefly) _____
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (Fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ 543,685	$	$	$ 543,685
(unsecured)	(secured)	(unsecured priority)	(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

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim if any $ _____

6 UNSECURED NONPRIORITY CLAIM $ 543,685

☒ 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

7 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $ _____

Specify the priority of the claim

☐ 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)

☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)

☐ 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)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) ( )

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

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

BY MAIL TO
Women First HealthCare Inc
c/o BMC Group f/k/a Bankruptcy Management Corp
PO Box 983
El Segundo CA 90245-0983

BY HAND OR OVERNIGHT DELIVERY TO
Women First HealthCare Inc
c/o BMC Group, f/k/a Bankruptcy Management Corp
1330 East Franklin Ave
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED
SEP 24 2004
BMC

Women First Healthcare Inc
00184

DATE SIGNED
9/23/04

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)

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

Breakdown of Amounts Owed by Debtor to Cardinal Health as of 4/29/04
(Adjusted for the Sale of Vaniqa)

Cardinal Merchandising Department Billback	$219,962	($282,144 62 minus $62,182 91 (Vaniqa Returns))*
Miscellaneous	(14,089)	
3rd Party Returns	2,967	
PRG Return	1,062	
Division Returns	355,962	
Hospital Chargeback	8,417	
Accounts Payable	(30,597)	
Total due from manufacturer	$543,685	

*Attached hereto and incorporated herein, is the Invoice for the Cardinal Merchandise Department Billback, which was adjusted by Exhibit B, for monies the Debtor paid to Cardinal Health related to the sale of Vaniqa

**Attached hereto as Exhibit C and D and incorporated herein are the Wholesale Service Agreement and Rx Advantage Agreement, respectively

EXHIBIT A

CARDINAL HEALTH
PHARMACEUTICAL DISTRIBUTION
7000 CARDINAL PLACE
DUBLIN, OH 43017

INVOICE NUMBER	182689
DUE DATE	04/22/04
TOTAL DUE $	282,144 62

TO 2655 WOMEN FIRST HEALTHCARE INC
12220 EL CAMINO REAL SUITE 400
SAN DIEGO,CA 92130

ATTN Patti Consilvio

Invoice Date	03/25/04		
Invoice ID	Flat Fee		
Period	03/12/04	to	03/12/04
Contract ID	A05232		

Deal 16738

Non Product Fee(Admin Fee)		282,144 62
Deal 16738 Subtotal		282,144 62
Total Amount	$	282,144 62

IMPORTANT!
If payment differs from invoice amount, please send explanation

Please remit payment to
CARDINAL HEALTH
PHARMACEUTICAL DISTRIBUTION
PO BOX 641231
PITTSBURGH PA 15264-1231

Please direct questions regarding this invoice to
Merchandising Margin Analyst or
Voice (614) 757-2778
Fax (614) 757-3778
Email CMDSupplierservice@cardinal com

Payment is due 04/22/04 Deductions will be taken immediately thereafter

EXHIBIT B

16738	55187	010D	1047612	ORTHO EST 0 625MG 100	2655	062	20030925	20031003	36	36	42 74	$1 538 64
16738	69590	016D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20031002	24	24	42 74	$1 025 76
16738	57660	018D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20031001	48	48	42 74	$2 051 52
16738	54476	019D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20030929	12	12	42 74	$512 88
16738	15730	029D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20031002	12	12	42 74	$512 88
16738	08890	034D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20031003	24	24	42 74	$1 025 76
16738	83064	036D	1047612	ORTHO-EST 0 625MG 100	2655	062	20030925	20031003	12	12	42 74	$512 88
16738	78477	003D	1047703	ORTHO EST 1 25MG 100	2655	062	20030925	20031002	36	36	57 87	$2 083 32
16738	70153	009D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20031003	36	36	57 87	$2 083 32
16738	57660	018D	1047703	ORTHO EST 1 25MG 100	2655	062	20030925	20031001	24	24	57 87	$1 388 88
16738	54476	019D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20030929	36	36	57 87	$2 083 32
16738	13910	027D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20030929	12	12	57 87	$694 44
16738	29413	037D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20030930	12	12	57 87	$694 44
16738	14196	053D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20031006	36	36	57 87	$2 083 32
16738	21442	055D	1047703	ORTHO-EST 1 25MG 100	2655	062	20030925	20031006	72	72	57 87	$4 166 64
16738	78477	003D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031002	80	80	24 66	$1 972 80
16738	02017	006D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031008	64	64	24 66	$1 578 24
16738	71907	008D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031001	508	508	24 66	$12 527 28
16738	70153	009D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	120	120	24 66	$2 959 20
16738	55187	010D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	196	196	24 66	$4 833 36
16738	34139	011D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	152	152	24 66	$3 748 32
16738	69175	015D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031006	364	364	24 66	$8 976 24
16738	69590	016D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031002	40	40	24 66	$986 40
16738	57660	018D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031001	92	92	24 66	$2 268 72
16738	54476	019D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030929	108	108	24 66	$2 663 28
16738	68767	024D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031016	84	84	24 66	$2 071 44
16738	11062	026D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031006	164	164	24 66	$4 044 24
16738	13910	027D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030929	112	112	24 66	$2 761 92
16738	43210	028D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031001	168	168	24 66	$4 142 88
16738	15730	029D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031002	24	24	24 66	$591 84
16738	46737	032D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030926	44	44	24 66	$1 085 04
16738	70026	033D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030929	28	28	24 66	$690 48
16738	08890	034D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	116	116	24 66	$2 860 56
16738	01834	035D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030930	44	44	24 66	$1 085 04
16738	83064	036D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	108	108	24 66	$2 663 28
16738	29413	037D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20030930	8	8	24 66	$197 28
16738	43562	043D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031003	8	8	24 66	$197 28
16738	21442	055D	2919744	ESCLIM 0 025MG/24HR 8	2655	062	20030925	20031006	160	160	24 66	$3 945 60
16738	78477	003D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031002	340	340	24 9	$8 466 00
16738	02017	006D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031008	228	228	24 9	$5 677 20
16738	71907	008D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031001	192	192	24 9	$4 780 80
16738	70153	009D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	196	196	24 9	$4 880 40
16738	55187	010D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	168	168	24 9	$4 183 20
16738	34139	011D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	392	392	24 9	$9 760 80
16738	69175	015D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031006	396	396	24 9	$9 860 40
16738	69590	016D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031002	160	160	24 9	$3 984 00
16738	57660	018D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031001	144	144	24 9	$3 585 60
16738	54476	019D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20030929	176	176	24 9	$4 382 40
16738	68767	024D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031016	156	156	24 9	$3 884 40
16738	11062	026D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031006	248	248	24 9	$6 175 20
16738	13910	027D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20030929	104	104	24 9	$2 589 60
16738	43210	028D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031001	184	184	24 9	$4 581 60
16738	15730	029D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031002	116	116	24 9	$2 888 40
16738	70026	033D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20030929	12	12	24 9	$298 80
16738	08890	034D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	100	100	24 9	$2 490 00
16738	83064	036D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	100	100	24 9	$2 490 00
16738	29413	037D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20030930	172	172	24 9	$4 282 80
16738	43562	043D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031003	576	576	24 9	$14 342 40
16738	21442	055D	2919751	ESCLIM 0 0375MG/24HR 8	2655	062	20030925	20031006	92	92	24 9	$2 290 80
16738	78477	003D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031002	436	436	25 38	$11 065 68
16738	02017	006D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031008	260	260	25 38	$6 598 80
16738	71907	008D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031001	340	340	25 38	$8 629 20
16738	70153	009D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031003	300	300	25 38	$7 614 00
16738	55187	010D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031003	152	152	25 38	$3 857 76
16738	69175	015D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031006	780	780	25 38	$19 796 40
16738	69590	016D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031002	128	128	25 38	$3 248 64
16738	57660	018D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031001	272	272	25 38	$6 903 36
16738	54476	019D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20030929	516	516	25 38	$13 096 08
16738	68767	024D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031016	144	144	25 38	$3 654 72
16738	11062	026D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031006	1144	1144	25 38	$29 034 72
16738	13910	027D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20030929	736	736	25 38	$18 679 68
16738	43210	028D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031001	792	792	25 38	$20 100 96
16738	15730	029D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031002	84	84	25 38	$2 131 92

16738	46737 032D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20030926	56	56	25 38	$1 421 28
16738	08890 034D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031003	68	68	25 38	$1 725 84
16738	01834 035D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20030930	324	324	25 38	$8 223 12
16738	83064 036D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031003	244	244	25 38	$6 192 72
16738	29413 037D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20030930	236	236	25 38	$5 989 68
16738	43562 043D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031003	660	660	25 38	$16 750 80
16738	14196 053D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031006	164	164	25 38	$4 162 32
16738	21442 055D	2919769	ESCLIM 0 05MG/24HR 8	2655	062	20030925	20031006	532	532	25 38	$13 502 16
16738	02017 006D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031008	52	52	25 85	$1 344 20
16738	71907 008D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031001	144	144	25 85	$3 722 40
16738	70153 009D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	48	48	25 85	$1 240 80
16738	55187 010D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	64	64	25 85	$1 654 40
16738	34139 011D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	68	68	25 85	$1 757 80
16738	69175 015D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031006	832	832	25 85	$21 507 20
16738	69590 016D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031002	60	60	25 85	$1 551 00
16738	57660 018D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031001	24	24	25 85	$620 40
16738	54476 019D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20030929	32	32	25 85	$827 20
16738	11062 026D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031006	120	120	25 85	$3 102 00
16738	13910 027D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20030929	28	28	25 85	$723 80
16738	43210 028D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031001	132	132	25 85	$3 412 20
16738	15730 029D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031002	24	24	25 85	$620 40
16738	08890 034D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	12	12	25 85	$310 20
16738	01834 035D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20030930	52	52	25 85	$1 344 20
16738	83064 036D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	12	12	25 85	$310 20
16738	29413 037D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20030930	24	24	25 85	$620 40
16738	43562 043D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031003	16	16	25 85	$413 60
16738	21442 055D	2919777	ESCLIM 0 075MG/24HR 8	2655	062	20030925	20031006	24	24	25 85	$620 40
16738	78477 003D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031002	44	44	25 85	$1 137 40
16738	02017 006D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031008	2564	2564	25 85	$66 279 40
16738	71907 008D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031001	92	92	25 85	$2 378 20
16738	70153 009D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	128	128	25 85	$3 308 80
16738	55187 010D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	476	476	25 85	$12 304 60
16738	34139 011D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	388	388	25 85	$10 029 80
16738	69175 015D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031006	532	532	25 85	$13 752 20
16738	69590 016D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031002	516	516	25 85	$13 338 60
16738	57660 018D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031001	120	120	25 85	$3 102 00
16738	54476 019D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030929	436	436	25 85	$11 270 60
16738	11062 026D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031006	484	484	25 85	$12 511 40
16738	13910 027D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030929	312	312	25 85	$8 065 20
16738	43210 028D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031001	164	164	25 85	$4 239 40
16738	15730 029D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031002	368	368	25 85	$9 512 80
16738	46737 032D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030926	40	40	25 85	$1 034 00
16738	70026 033D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030929	28	28	25 85	$723 80
16738	08890 034D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	116	116	25 85	$2 998 60
16738	01834 035D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030930	220	220	25 85	$5 687 00
16738	83064 036D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	80	80	25 85	$2 068 00
16738	29413 037D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20030930	52	52	25 85	$1 344 20
16738	43562 043D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031003	460	460	25 85	$11 891 00
16738	14196 053D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031006	56	56	25 85	$1 447 60
16738	21442 055D	2919785	ESCLIM 0 1MG/24HR 8	2655	062	20030925	20031006	360	360	25 85	$9 306 00
16738	78477 003D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031002	552	552	38 47	$21 235 44
16738	02017 006D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031008	1200	1200	38 47	$46 164 00
16738	71907 008D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031001	1104	1104	38 47	$42 470 88
16738	70153 009D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	384	384	38 47	$14 772 48
16738	55187 010D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	144	144	38 47	$5 539 68
16738	34139 011D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	648	648	38 47	$24 928 56
16738	69175 015D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031006	240	240	38 47	$9 232 80
16738	69590 016D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031002	696	696	38 47	$26 775 12
16738	57660 018D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031001	720	720	38 47	$27 698 40
16738	54476 019D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030929	432	432	38 47	$16 619 04
16738	68767 024D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031016	192	192	38 47	$7 386 24
16738	13910 027D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030929	120	120	38 47	$4 616 40
16738	43210 028D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031001	552	552	38 47	$21 235 44
16738	15730 029D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031002	324	324	38 47	$12 464 28
16738	46737 032D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030926	360	360	38 47	$13 849 20
16738	70026 033D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030929	48	48	38 47	$1 846 56
16738	08890 034D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	288	288	38 47	$11 079 36
16738	01834 035D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030930	60	60	38 47	$2 308 20
16738	83064 036D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	120	120	38 47	$4 616 40
16738	29413 037D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20030930	96	96	38 47	$3 693 12
16738	43562 043D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031003	2016	2016	38 47	$77 555 52
16738	14196 053D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031006	216	216	38 47	$8 309 52
16738	21442 055D	2976108	VANIQA 13 9% 30GM	2655	062	20030925	20031006	264	264	38 47	$10,156 08

16738	78478 003D	3344132	MIDRIN 100	C4		2655	062	20030925	20031002	12	12	42 9	$514 80
16738	02018 006D	3344132	MIDRIN 100	C4		2655	062	20030925	20031008	528	528	42 9	$22 651 20
16738	71908 008D	3344132	MIDRIN 100	C4		2655	062	20030925	20031001	144	144	42 9	$6 177 60
16738	70154 009D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	108	108	42 9	$4 633 20
16738	55188 010D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	72	72	42 9	$3 088 80
16738	34140 011D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	192	192	42 9	$8 236 80
16738	69176 015D	3344132	MIDRIN 100	C4		2655	062	20030925	20031006	504	504	42 9	$21 621 60
16738	69591 016D	3344132	MIDRIN 100	C4		2655	062	20030925	20031002	48	48	42 9	$2 059 20
16738	57661 018D	3344132	MIDRIN 100	C4		2655	062	20030925	20031001	180	180	42 9	$7 722 00
16738	54477 019D	3344132	MIDRIN 100	C4		2655	062	20030925	20030929	120	120	42 9	$5 148 00
16738	11063 026D	3344132	MIDRIN 100	C4		2655	062	20030925	20031006	360	360	42 9	$15 444 00
16738	15731 029D	3344132	MIDRIN 100	C4		2655	062	20030925	20031002	12	12	42 9	$514 80
16738	46738 032D	3344132	MIDRIN 100	C4		2655	062	20030925	20030926	48	48	42 9	$2 059 20
16738	08891 034D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	24	24	42 9	$1,029 60
16738	01835 035D	3344132	MIDRIN 100	C4		2655	062	20030925	20030930	48	48	42 9	$2 059 20
16738	83065 036D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	324	324	42 9	$13 899 60
16738	29414 037D	3344132	MIDRIN 100	C4		2655	062	20030925	20030930	24	24	42 9	$1 029 60
16738	43563 043D	3344132	MIDRIN 100	C4		2655	062	20030925	20031003	864	864	42 9	$37 065 60
16738	14197 053D	3344132	MIDRIN 100	C4		2655	062	20030925	20031006	216	216	42 9	$9 266 40
16738	21443 055D	3344132	MIDRIN 100	C4		2655	062	20030925	20031006	228	228	42 9	$9 781 20
16738	78477 003D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031002	396	396	148 03	$58 619 88
16738	02017 006D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031008	132	132	148 03	$19 539 96
16738	71907 008D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031001	360	360	148 03	$53 290 80
16738	55187 010D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031003	24	24	148 03	$3 552 72
16738	34139 011D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031003	36	36	148 03	$5 329 08
16738	69175 015D	3381258	BACTRIM DS 800 160MG 100			2655	062	20030925	20031006	408	408	148 03	$60 396 24
16738	69590 016D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031002	24	24	148 03	$3 552 72
16738	57660 018D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031001	12	12	148 03	$1 776 36
16738	54476 019D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20030929	24	24	148 03	$3 552 72
16738	11062 026D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031006	96	96	148 03	$14 210 88
16738	13910 027D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20030929	24	24	148 03	$3 552 72
16738	43210 028D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031001	48	48	148 03	$7 105 44
16738	08890 034D	3381258	BACTRIM DS 800 160MG 100			2655	062	20030925	20031003	60	60	148 03	$8 881 80
16738	29413 037D	3381258	BACTRIM DS 800 160MG 100			2655	062	20030925	20030930	48	48	148 03	$7 105 44
16738	43562 043D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031003	672	672	148 03	$99 476 16
16738	21442 055D	3381258	BACTRIM DS 800-160MG 100			2655	062	20030925	20031006	120	120	148 03	$17 763 60
16738	71907 008D	3381274	BACTRIM 400-80MG 100			2655	062	20030925	20031001	24	24	82 03	$1 968 72
16738	34139 011D	3381274	BACTRIM 400 80MG 100			2655	062	20030925	20031003	12	12	82 03	$984 36
16738	69175 015D	3381274	BACTRIM 400-80MG 100			2655	062	20030925	20031006	24	24	82 03	$1 968 72
16738	69590 016D	3381274	BACTRIM 400-80MG 100			2655	062	20030925	20031002	60	60	82 03	$4 921 80
16738	78478 003D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031002	312	312	94 46	$29 471 52
16738	70154 009D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031003	96	96	94 46	$9 068 16
16738	55188 010D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031003	84	84	94 46	$7 934 64
16738	34140 011D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031003	48	48	94 46	$4 534 08
16738	69176 015D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031006	396	396	94 46	$37 406 16
16738	69591 016D	3381308	EQUAGESIC 200 325MG 100	C4		2655	062	20030925	20031002	12	12	94 46	$1 133 52
16738	57661 018D	3381308	EQUAGESIC 200 325MG 100	C4		2655	062	20030925	20031001	96	96	94 46	$9 068 16
16738	54477 019D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20030929	24	24	94 46	$2 267 04
16738	68768 024D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031016	48	48	94 46	$4 534 08
16738	11063 026D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031006	132	132	94 46	$12 468 72
16738	13911 027D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20030929	84	84	94 46	$7 934 64
16738	43211 028D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031001	48	48	94 46	$4 534 08
16738	15731 029D	3381308	EQUAGESIC 200 325MG 100	C4		2655	062	20030925	20031002	24	24	94 46	$2 267 04
16738	46738 032D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20030926	24	24	94 46	$2 267 04
16738	43563 043D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031003	204	204	94 46	$19 269 84
16738	14197 053D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031006	108	108	94 46	$10 201 68
16738	21443 055D	3381308	EQUAGESIC 200-325MG 100	C4		2655	062	20030925	20031006	12	12	94 46	$1 133 52
16738	78478 003D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20031002	12	12	105 28	$1 263 36
16738	02018 006D	3381746	SYNALGOS DC 16-356-30MG 100	C3		2655	062	20030925	20031008	108	108	105 28	$11 370 24
16738	71908 008D	3381746	SYNALGOS-DC 16-356 30MG 100	C3		2655	062	20030925	20031001	36	36	105 28	$3 790 08
16738	70154 009D	3381746	SYNALGOS-DC 16 356-30MG 100	C3		2655	062	20030925	20031003	12	12	105 28	$1 263 36
16738	55188 010D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20031003	24	24	105 28	$2 526 72
16738	34140 011D	3381746	SYNALGOS DC 16-356 30MG 100	C3		2655	062	20030925	20031003	48	48	105 28	$5 053 44
16738	69176 015D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20031006	96	96	105 28	$10 106 88
16738	69591 016D	3381746	SYNALGOS DC 16-356-30MG 100	C3		2655	062	20030925	20031002	120	120	105 28	$12 633 60
16738	57661 018D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20031001	24	24	105 28	$2 526 72
16738	11063 026D	3381746	SYNALGOS DC 16 356-30MG 100	C3		2655	062	20030925	20031006	12	12	105 28	$1 263 36
16738	13911 027D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20030929	12	12	105 28	$1 263 36
16738	43211 028D	3381746	SYNALGOS DC 16 356-30MG 100	C3		2655	062	20030925	20031001	36	36	105 28	$3 790 08
16738	46738 032D	3381746	SYNALGOS-DC 16-356-30MG 100	C3		2655	062	20030925	20030926	24	24	105 28	$2 526 72
16738	29414 037D	3381746	SYNALGOS DC 16-356-30MG 100	C3		2655	062	20030925	20030930	96	96	105 28	$10 106 88
16738	43563 043D	3381746	SYNALGOS-DC 16-356 30MG 100	C3		2655	062	20030925	20031003	48	48	105 28	$5 053 44
16738	14197 053D	3381746	SYNALGOS-DC 16 356-30MG 100	C3		2655	062	20030925	20031006	24	24	105 28	$2,526 72

16738	21443	055D	3381746	SYNALGOS-DC 16-356-30MG 100 C3	2655	062	20030925	20031006	36	36	105 28	$3 790 08
16738	02017	006D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20031008	24	24	26 41	$633 84
16738	71907	008D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20031001	36	36	26 41	$950 76
16738	68767	024D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20031016	12	12	26 41	$316 92
16738	13910	027D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20030929	36	36	26 41	$950 76
16738	08890	034D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20031003	48	48	26 41	$1 267 68
16738	29413	037D	3387792	WFHC PH PAPER 1/4X180IN DSPN	2655	062	20030925	20030930	12	12	26 41	$316 92
16738	70026	033D	3387800	W/DSPN	2655	062	20030925	20030929	12	12	89 69	$1 076 28
				Total Orders Per Brad Budreau for Deal 16738								**$1,880,964 12**
				Billback Allowance								**15%**
				Total Due for Deal 16738								**282,144 618**
				Total Vaniqa								$414 552 72
												15 00%
				Billback								$ 62,182 91

EXHIBIT C

ORIGINAL

Cardinal Health

WHOLESALE SERVICE AGREEMENT

This Agreement is made _____ 1996 between Cardinal Health* (Cardinal) whose address for purposes of this Agreement is 5555 Glendon Court Dublin Ohio 43016 and WOMEN FIRST HEALTHCARE, INC (Supplier) whose address is set forth under its name on the signature page of this Agreement

Background Information

A Supplier is in the business of manufacturing and/or marketing healthcare products

B Cardinal is a broad line wholesale distributor of healthcare products

C Supplier desires to appoint Cardinal as an authorized distributor of those healthcare products manufactured and/or marketed by Supplier (the Products) and agrees to sell the Products to Cardinal Cardinal desires to accept such appointment and agrees to purchase the Products from Supplier on the terms and subject to the conditions described in this Agreement

Statement of Agreement

WSA00491818

Supplier and Cardinal hereby agree as follows

§1 Appointment of Cardinal Supplier hereby appoints Cardinal as a non-exclusive authorized distributor of the Products and Cardinal hereby accepts that appointment on the terms and subject to the conditions described in this Agreement As an authorized distributor Cardinal may purchase such quantities of the Products as Cardinal deems necessary or appropriate to fill its customers orders from time to time subject to the order cutback procedures described below Cardinal will not be required to provide any particular level of promotion or marketing activities with respect to or on behalf of any Product and will not be prohibited from providing customized promotional or marketing services with respect to any other products or on behalf of other suppliers

§2 Orders for the Products Cardinal will transmit orders for the Products to Supplier using a mutually acceptable automated order entry system or such other means as may be agreed upon by the parties All of Cardinal s orders for the Products are subject to acceptance and approval by Supplier If the Products are in limited supply or otherwise unavailable in the quantities requested by Cardinal Supplier may elect to cutback Cardinal s order and instead allocate such limited supply or availability among Cardinal and its other wholesaler customers in a commercially reasonable manner which does not place Cardinal at a competitive disadvantage Cardinal shall have no obligation to accept automatic shipments of any Product

§3 Terms of Sale and Shipment Supplier shall sell the Products to Cardinal at Supplier s published wholesale prices in effect on the date of Cardinal s order and deliver the Products F O B to those distribution centers specified in Cardinal s order or such other location as may be agreed upon by the parties in the case of drop shipment orders in either such case freight prepaid Supplier shall give Cardinal notice at least one full business day prior to the effective date of an increase in Supplier s published wholesale price of any Product Title and risk of loss to the Products shall remain with Supplier until shipment is received at the specified destination If Cardinal requests special routing of a shipment which results in a higher transportation cost than would be incurred as a result of the routing selected by Supplier then the extra cost incurred by Supplier shall be added to Supplier s invoice Cardinal shall report any damage defect loss in transit or other shipping errors promptly following Cardinal s discovery of the same Any rebates or similar promotional incentives will be based on Supplier s published wholesale price without reduction for cash or off invoice discounts

§4 Payment Term. Unless otherwise agreed by both parties all orders for the Products shall be invoiced by Supplier on the date shipped Cardinal shall pay all Supplier s invoices in accordance with the due dates specified therein provided that such terms shall not be less favorable to Cardinal than the terms offered to any other wholesale customer of Supplier

Cardinal will provide Supplier with its most recent audited year-end consolidated financial statements and quarterly year-to-date updates to such financial statements promptly following Supplier's request from time to time during the term of this Agreement. If Supplier establishes so-called credit limits for Cardinal's purchases from Supplier, it will inform Cardinal of such limits promptly following such determination and in any event not less than 10 business days in advance of cutting back orders or otherwise acting upon such limits and will consult in good faith with Cardinal as to the appropriateness of such limits in light of Cardinal's overall creditworthiness, sales growth rate, and other relevant factors.

§5 Inventory. If at any time during the term of this Agreement Supplier's published wholesale price for any Product is decreased, then Supplier shall issue a credit to Cardinal in an amount equal to the difference between (a) the published wholesale acquisition price of Cardinal's then current inventory of that Product as of the date Cardinal purchased that Product, and (b) the value of Cardinal's then-current inventory of that Product determined using the decreased price for all such inventory. For purposes of this section, Cardinal's then-current inventory shall include all inventory held in Cardinal's distribution centers and all Product in transit to or from such distribution centers on the effective date of such price decrease. Cardinal will notify Supplier of the amount of any credit due pursuant to this section within 90 days following the effective date of such price decrease.

§6 Returned Goods and Recalls. Cardinal will have the right to return to Supplier and receive full credit for both outdated Products and Products still in date but within six months of their expiration date. No special procedures or prior approval from Supplier will be required to authorize such returns. Products with more than six months remaining dating are not eligible for return absent prior authorization from Supplier, provided that (a) such authorization will not be unreasonably withheld, and (b) Cardinal will have the right during the twelve-month period following introduction of a new Product in which to return that Product without regard to the remaining dating. These return guidelines will be in effect for all Products originally purchased by Cardinal from Supplier exclusive only of specialty or promotional program purchases specifically exempted by mutual written consent of the parties.

Supplier shall reimburse Cardinal for the full amount of all reasonable costs and expenses incurred by Cardinal in connection with Cardinal's performance of any recall services or assistance relating to the Products.

§7 Contract Administration and Chargeback Procedures. Cardinal will recognize and administer those contracts between Supplier and customers of Cardinal ("Supplier Contracts") pursuant to which Supplier and such customers have established prices at which the customer may purchase certain Products, subject to the continued validity of Supplier Contracts in accordance with applicable law. Cardinal's Standard Policy on Chargeback Reversals and Audits (a copy of which has been made available to Supplier, the "Chargeback Policy") will govern the administration of the Supplier Contracts under this Agreement.

§8 Setoff Rights. If and to the extent either party fails to pay, reimburse or credit the other for any amount owed when due under this Agreement, then the party to whom such amount is owed will have the right to setoff such amount against amounts otherwise due from it.

§9 Confidential Information. In connection with the ongoing business relationship between Supplier and Cardinal, each party may gain access to proprietary information of the other which may be considered confidential by the party providing such information, and each party shall use the same care to prevent disclosure, publication or dissemination to any third party of the other party's confidential information as is used to protect its own confidential information, but not less than reasonable care. However, information generated, compiled or stored by Cardinal reflecting the purchase and resale of Products to its customers does not constitute the confidential information of Supplier, and Cardinal will be entitled to utilize all such information in any manner deemed appropriate by it. Supplier understands and agrees that Cardinal may, in its sole discretion, elect to sell warehouse withdrawal sales and other data to IMS/DDD and/or other third parties without contribution to Supplier.

§10 Warranty and Indemnification. Supplier hereby warrants that the Products are and shall be manufactured and delivered to Cardinal in conformity with the Federal Food, Drug and Cosmetic Act, as amended, and all other applicable laws, rules and regulations.

Supplier shall defend indemnify and hold harmless Cardinal and its affiliates directors officers employees and representatives from and against any and all claims liabilities losses damages, costs and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of (a) injury or death to person or property alleged to have been caused by any defect in the Products (exclusive of defects shown to be solely attributable to Cardinal's negligence in handling such Products) and (b) class of trade pricing, if any maintained by Supplier from and after the effective date of this Agreement including without limitation those arising out of Cardinal's administration of Supplier Contracts. Cardinal shall notify Supplier of any such indemnifiable claim promptly following Cardinal's receipt of written notice of such claim. The warranty and indemnification provisions of this section shall survive any termination or expiration of this Agreement.

§11 Insurance. During the term of this Agreement and thereafter as may be necessary to cover claims associated with Products purchased by Cardinal (whether before, during or after such term), Supplier shall obtain, pay for and keep in full force and effect comprehensive general liability insurance with one or more reputable insurance carriers (including coverage for product liability and personal injury damages) in an amount not less than $10 million per claim made. Cardinal shall be designated as an additional insured under all such insurance policies and Supplier shall deliver to Cardinal certificates evidencing the existence and continuation of such insurance from time to time upon Cardinal's request.

§12 Term and Termination. The initial term of this Agreement shall begin on the date of this Agreement and shall continue until the one year anniversary date of this Agreement (the "Initial Term"). At the expiration of the Initial Term, this Agreement shall renew automatically for successive one-year periods upon the same terms and conditions, unless or until terminated in accordance with this section. Any reference in this Agreement to the "term" of this Agreement shall include the Initial Term and any such renewal periods.

Notwithstanding the foregoing, either party may terminate this Agreement for any reason or without reason at any time by giving the other party not less than 90 days' written notice prior to the specified termination date.

§13 Compliance With Laws. Each party shall comply in all material respects with all federal, state and local laws (and any regulations promulgated thereunder) which are now or hereafter become applicable to the manufacture, purchase, handling, sale or distribution of the Products.

§14 Arbitration. Prior to submission to arbitration, the parties will negotiate in good faith any disagreements or controversies arising out of or relating to this Agreement. The disputing party shall give the other party written notice of the dispute. Within 20 days after receipt of that notice, the receiving party shall submit to the other a written response. If the matter has not been resolved within 90 days of receipt of the disputing party's notice, or if either party will not meet within 30 days of receipt of the disputing party's notice, either party may initiate arbitration in accordance with the terms of this Agreement.

Any and all disagreements or controversies arising out of or relating to this Agreement not resolved by the foregoing negotiation procedure, shall be settled by binding arbitration pursuant to the then-current rules of the American Arbitration Association. The arbitration shall be held before a panel of three arbitrators, one to be selected by Supplier, one to be selected by Cardinal, and the third to be selected by agreement of the two arbitrators selected by the parties. The determination made in accordance with such rules shall be delivered in writing to the parties and shall be final, binding and conclusive on the parties. Each party shall pay its own legal, accounting and other fees in connection with such arbitration, along with the fees and expenses of the arbitrator selected by that party and one-half of the fees and expenses of the third arbitrator. Notwithstanding any of the foregoing to the contrary, either party may seek from any court having jurisdiction any interim measures or provisional remedies (including without limitation temporary or preliminary injunctive relief) pending the establishment of the arbitration panel and until the panel's final award has been satisfied.

§15 Audit and Inspection. During the term of this Agreement, upon reasonable prior notice and during normal business hours, either party shall be entitled to audit and inspect those relevant records which are maintained by the other party in direct connection with its performance under this Agreement; provided however, the audit or inspection shall be performed by bona fide permanent employees of the party conducting such audit or inspection and in no event shall any such audit or inspection relate to any transaction or event which occurred more than twelve months prior to the date of such audit or inspection. Supplier chargeback audits shall be governed by the additional terms and conditions contained in the Chargeback Policy.

§16 Relationship of the Parties. The relationship among the parties is and shall be that of independent contractors. This Agreement does not establish or create a partnership or joint venture among the parties.

§17 Notices Any notice or other communication required or desired to be given to any party under this Agreement shall be in writing and shall be deemed given when (a) deposited in the United States mail first class postage prepaid and addressed to that party at the address for such party set forth at the end of this Agreement, (b) delivered to Federal Express Airborne, or any other similar express delivery service for delivery to that party at that address or (c) sent by facsimile transmission with electronic confirmation, to that party at its facsimile number set forth at the end of this Agreement Any party may change its address or facsimile number for notices under this Agreement by giving the other party notice of such change

§18 Governing Law All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio

§19 Severability The intention of the parties is to comply fully with all laws and public policies and this Agreement shall be construed consistently with all laws and public policies to the extent possible If and to the extent that any arbitration panel or any court of competent jurisdiction determines that it is impossible to construe any provision of this Agreement consistently with any law or public policy and consequently holds that provision to be invalid such holding shall in no way affect the validity of the other provisions of this Agreement which shall remain in full force and effect

§20 Force Majeure If the performance of any part of this Agreement by any party shall be affected for any length of time by fire or other casualty government restrictions war riots strikes or labor disputes lock out acts of God or any other causes which are beyond its control such party shall not be responsible for delay or failure of performance of this Agreement for such length of time provided however that the obligation of either party to pay amounts due to the other party shall not be subject to the provisions of this section

§21 Complete Agreement With the exception of any existing agreement relating to CardinalSOURCE Rx Advantage or other similar marketing programs of Cardinal this Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous discussions negotiations representations warranties or agreements relating to the subject matter of this Agreement including without limitation any previous wholesale distribution agreement entered into between Supplier and any of the individual companies comprising Cardinal No changes to this Agreement will be made or be binding on either party unless made in writing and signed by each party

§22 Assignment Neither party shall have the right to assign this Agreement to any third party without the prior written consent of the other party

UnitFirst Healthcare
(Name of Supplier)

By JEFF RAISER VP Sales
(Name) (Title)

12220 El Camino Real

SAN DIEGO, CA 92130
(Address of Supplier)

619-509-1153
(Facsimile Number)

Cardinal Health*

By _____ VP
(Name) (Title)

5555 Glendon Court
Dublin Ohio 43016
Facsimile Number (614) 717 6000

*The term Cardinal Health shall include the following affiliated operating companies Whitmire Distribution Corporation a Delaware corporation (Folsom California) James W Daly Inc a Massachusetts corporation (Peabody Massachusetts) Cardinal Syracuse Inc a New York corporation (Syracuse New York) Ellicott Drug Company a New York corporation (Buffalo New York) Bailey Drug Company a Delaware corporation (Zanesville Ohio) Marmac Distributors Inc a Connecticut corporation (Hartford Connecticut) Ohio Valley-Clarksburg Inc a Delaware corporation (Wheeling West Virginia) Chapman Drug Company a Tennessee corporation (Knoxville Tennessee) Leader Drugstores Inc a Delaware corporation (Dublin Ohio) National PharmPak Services Inc an Ohio corporation (Zanesville Ohio) Cardinal Florida Inc a Florida corporation (Lakeland Florida) Cardinal Mississippi Inc a Mississippi corporation (Richland Mississippi) Solomons Company a Georgia corporation (Savannah Georgia) Humiston Keeling Inc an Illinois corporation (Calumet City Illinois) Behrens Inc a Texas corporation (Waco Texas) and any other subsidiary of Cardinal Health Inc an Ohio corporation (CHI) as may be designated by CHI

EXHIBIT D

Rx Advantage Agreement

Rx Advantage Agreement for Esclim transdermal Estrogens between Women First Healthcare, 12220 El Camino Real, Suite 400, San Diego, CA 92130 , and Cardinal Health* ("Cardinal"), 7000 Cardinal Place Dublin, OH 43017

WHEREAS, Women First Healthcare is a manufacturer of Pharmaceuticals,

WHEREAS, Cardinal is a wholesaler acting on behalf of the participating pharmacies ("Pharmacies") listed in Appendix A, and

WHEREAS, Women First Healthcare desires to make its products available to the Pharmacies on the terms and conditions set forth herein,

NOW THEREFORE, the parties hereto agree as follows

Contract Pricing

Esclim Transdermal Estrogens will be offered to Cardinal at a contract price on sales out to Participating Pharmacies (Appendix A) The market share contract cost to participating Pharmacies will be 10% off of current Wholesale Acquisition Cost (WAC) Cardinal Health will invoice Women First Healthcare and Women First Healthcare will reimburse to Cardinal within 45 days of the invoice date, the total amount of the discount for all Participating Pharmacies during the immediately preceding quarter

Joint Marketing programs for Participating in Rx Advantage℠
Cardinal Health and Women First Healthcare have outlined a product launch strategy for Program. The program includes the following elements

- Service Flash-Upon the signature of this agreement and the introduction of the Esclim Transdermal Estrogen product, Cardinal will provide a one time advertisement in the Service Flash. The Service Flash is a communication vehicle that reached all 32,000 Cardinal customer outlets

- Sales Data-Cardinal further agrees to provide customer outlet level data ("spin reports") quarterly to Women First Healthcare This report will provide the name, address, and unit sales for outlets that have purchased the Esclim Transdermal Estrogen product.

In consideration for participant in the Rx Advantage℠ programs, Cardinal will make the following marketing program opportunities available to your company for $20,000

_____ First Fax to Leader Stores-Cardinal will provide a one time fax blast to all Leader Drug Stores with a fax number on file (approx. 2 000) notifying them of the opportunity to purchase Esclim Transdermal Estrongen at preferred contract pricing

_____ Targeted Telemarketing-Cardinal has the capability to continuously look at the sales history for all of the participating Pharmacies We could then Target Telemarket Pharmacies that have not purchased the Esclim Transdermal Estrogens product with a phone call explaining the benefits of your product and the new contract.

_____ Screen Saver Program-The screen saver will be downloaded to all Leader members with a Prestige Value Pack screensaver advertisement and will run for one month during the contract period The screen saver will be seen approximately 200-250 times throughout the day for thirty days

Medicare and Medicaid Compliance

The parties shall comply with the provision of 42 U.S C. 1320a-7b and the rules and regulations there under Women's First Healthcare shall provide documentation to Cardinal with respect to discounts and rebates provided under this Agreement. Cardinal will maintain discount and rebate documentation and make it available to federal or state officials upon request, and to the extent applicable, will disclose such discounts and rebates as may be required to comply with applicable safe harbor regulations

Women First Healthcare Represents and warrants that the discounts to be paid to Cardinal Health pursuant to this Agreement comply with all applicable provisions of federal and state health care reimbursement, funding and pharmacy laws and regulations and will indemnify and hold Cardinal Health harmless for any violation of any such law or regulation resulting in connection with this Agreement.

Term.

This Agreement shall take effect April 1, 2003and shall continue in effect through April 1, 2004 Thereafter, this Agreement will automatically renew for periods of one year each, unless either party gives notice of termination at least sixty days prior to the end of the then current term Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon thirty (30) days before the end of the quarter notice to the other party

Governing Law

This Agreement shall be governed by the laws of the state of Ohio, without regard to conflict of laws provisions

Cardinal Health

By _____

Craig Cowman

Vice President Rx Product Management

Date 3/6/03

Women First Healthcare

By Saundra Childs

Name SAundra Childs

Title VP Pharmaceutical

Date 3/05/03

*Insert attached

EXHIBIT A

Leader Drug Stores, Ahold, Drug Fair, Food City, Hannaford Brothers, Happy Harry's, Harris Teeter, HEB, Hi School, Kerr Drug, Kinney Drug, Kmart, Marc s, Marsh Supermarkets, Medicine Shoppe (including Kash n Karry) NeighborCare (Retail), Penn Traffic, Price Chopper Rosauer s, Shaw's, Shoppers Food Warehouse/Metro Foods, Value Merchandisers, Wakefern, Weis Markets, and Winn Dixie

"The term "Cardinal Distribution" will include the following affiliated operating companies: Cardinal Syracuse, Inc., a New York corporation (Syracuse, New York) Williams Drug Distributors, Inc. a Delaware corporation (Zanesville, Ohio), Marmac Distributors, Inc., a Connecticut corporation (Hartford, Connecticut), James W. Daly Inc., a Massachusetts corporation (Peabody, Massachusetts), National PharmPak Services Inc., an Ohio corporation (Zanesville Ohio), Ohio Valley-Clarksburg, Inc., a Delaware corporation (Wheeling, West Virginia), Cardinal Southeast, Inc. a Mississippi corporation (Madison, Mississippi) Whitmire Distribution Corporation, a Delaware corporation (Folsom, California), Cardinal Health Systems, Inc., an Ohio corporation, and any other subsidiary of Cardinal Health, Inc., an Ohio corporation ("CHI"), as may be designated by CHI.

Cardinal Health
7000 Cardinal Place
Dublin OH 43017
614 757 5000 main

www cardinal com

CardinalHealth

September 23, 2004

VIA AIRBORNE EXPRESS

Women First HealthCare, Inc
c/o BMC Group
f/k/a Bankruptcy Management Corp
1330 East Franklin Ave
El Segundo, CA 90245

Re: Women First Healthcare, Inc.
Case No. 04-11278 (MFW)

Dear Clerk

Enclosed please find an original and two (2) copies of the Proof of Claim to be filed on behalf of Cardinal Health, Inc Please file the above-referenced claim and return one (1) file-stamped copies to the undersigned in the enclosed self-addressed, stamped envelope for our records

Thank you for your assistance in this matter Should you have any questions, please do not hesitate to contact me

Sincerely,

Debra A Willet
Senior Counsel,
Bankruptcy

Enclosures

Direct dial 614-757-3428
Facsimile 614-757-2243
Email debra willet@cardinal com