

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM	
In re Women First HealthCare, Inc , Debtor		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		<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 checked="" type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court	
Name of Creditor and Address Laboratoires Fournier S A c/o Peter G Bergmann, Esq, Edward A Smith, Esq Cadwalader, Wickersham & Taft LLP 100 Maiden Lane New York, New York 10038		THIS SPACE IS FOR COURT USE ONLY	
Creditor Telephone Number (212) 504 6000			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR		Check here <input type="checkbox"/> replaces or <input checked="" type="checkbox"/> amends a previously filed claim dated 8/30/04	
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 (describe briefly) <u>See Appendix</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 _____ <div style="text-align: right;">(date) (date)</div>	
2 DATE DEBT WAS INCURRED See Appendix		3 IF COURT JUDGMENT, DATE OBTAINED	
4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED		\$ <u>not less than</u> \$ _____ \$ _____ \$ <u>not less than</u> <div style="display: flex; justify-content: space-between;"> 2 735 429 (unsecured) (secured) (unsecured priority) 2 735,429 </div> <div style="display: flex; justify-content: space-between;"> (Total) </div>	
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		7 UNSECURED PRIORITY CLAIM	
<input type="checkbox"/> Check this box if 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 \$ _____		<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 \$4 925)* 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) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <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)(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)(____) <i>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</i>	
6 UNSECURED NONPRIORITY CLAIM not less than \$2,735,429			
<input checked="" 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 c) none or only part of your claim is entitled to priority			
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 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 OCT 20 2004 BMC	
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			
DATE SIGNED 10/19/04	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) <i>Peter G. Bergmann</i> Peter G Bergmann Esq		



**APPENDIX TO AMENDED PROOF OF CLAIM OF
LABORATOIRES FOURNIER S A**

1 Laboratoires Fournier S A (“Fournier”) files this Amended Proof of Claim (the “Claim”) against Women First HealthCare, Inc (the “Debtor”) for claims arising prior to the petition date based upon the Debtor’s breach of a certain contract with Fournier

2 Prior to the commencement of these cases, Fournier and the Debtor entered into that certain Distribution and License Agreement, dated July 19, 1999, as amended from time to time (as amended, the “Agreement”), pursuant to which, *inter alia*, Fournier granted an exclusive license to the Debtor to sell and distribute one of Fournier’s products in the United States. The Agreement contains material and confidential proprietary information which cannot be disclosed to third parties pursuant to Article 6 of the Agreement. To the extent necessary to adjudicate this Claim, Fournier will disclose the Agreement subject to appropriate confidentiality arrangements.

3 The Debtor has failed to pay Fournier the amounts owed under the Agreement as listed in the Statement of Account annexed as Exhibit A to this Claim in violation of the terms of the Agreement. As set forth in the Statement of Account, the Debtor owes Fournier an amount not less than \$2,735,429, inclusive of interest through the petition date under the terms of the Agreement.

4 Fournier reserves the right to amend and/or supplement this Claim at any time and in any manner and/or to file proofs of claim for any additional claims that may be based on the same or additional documents or grounds of liability, including, but not limited to, additional administrative expenses arising after the petition date, and/or “cure” claims arising from the assumption (if any) of the Agreement,¹ or damages arising from the rejection (if any) of the Agreement, as applicable.

5 This Claim is filed under the compulsion of the bar date, as may be extended pursuant to certain agreements and orders in these cases, and is filed to protect Fournier from forfeiture of any claim it may have. Filing of this Claim is not (a) a waiver or release of Fournier’s rights, claims or defenses against any

¹ Note, however, that nothing herein shall constitute an admission that the Agreement is assignable to any third party.

person, entity or property, (b) a waiver or release of Fournier's right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge, (c) a consent by Fournier to the jurisdiction of this Court for any purpose other than with respect to this Claim, (d) an election of remedy, (e) a waiver or release of any rights which Fournier may have to a jury trial, or (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or any other proceedings which may be commenced in these cases against or otherwise involving Fournier, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in these cases

6 All notices to Fournier should be sent to

Cadwalader, Wickersham & Taft LLP
Attn Peter G Bergmann
Edward A Smith
100 Maiden Lane
New York, New York 10038

-and-

Laboratoires Fournier S A
Attn Head of Legal Department
42 rue de Longvic
21300 Chenove
France

7 On August 31, 2004, Fournier filed Proof of Claim Number 155 in the Debtor's case seeking an amount not less than \$2,444,670 On September 23, 2004, the Debtor provided Fournier for the first time with information regarding sales made by the Debtor during the second quarter of 2004 of product manufactured by Fournier subject to the Agreement Based upon this information, Fournier is now able to calculate royalties owed to Fournier under the Agreement in respect of these sales in the amount of \$290,760 Thus, Fournier files this amended Claim to account for these additional royalties, bringing the Claim total to \$2,735,429 To the extent that the second quarter 2004 royalties relate to post-petition sales, Fournier reserves the right to seek payment of such royalties as an administrative expense of the Debtor's estate

**Exhibit A
Statement of Account**

1- Damages from cancelled orders and commitments

Product	Quantities ordered and cancelled	Additional quantities committed by binding forecast	Total quantities committed in units	Total quantities committed in patches	Total applicable selling price (USD)	Loss based on committed quantities (USD)
Esclim 25 modele vente	13,765	11,250	25,015	200,120	0.47	94,961
Esclim 37.5 modele vente	17,500	10,000	27,500	220,000	0.47	104,394
Esclim 50 modele vente	107,500	66,875	174,375	1,395,000	0.47	661,953
Esclim 75 modele vente	13,000	16,000	29,000	232,000	0.76	175,721
Esclim 100 modele vente	50,000	45,000	95,000	760,000	0.76	575,638
Esclim 25 modele samples		30,000	30,000	60,000	0.62	36,900
Esclim 37.5 modele samples	20,000	30,000	50,000	100,000	0.81	81,180
Esclim 50 modele samples		60,000	60,000	120,000	0.81	97,416
Esclim 75 modele samples		30,000	30,000	60,000	0.81	48,708
Esclim 100 modele samples		45,000	45,000	90,000	0.81	73,062
TOTAL	221 765	344 125	565 890	3 237 120		\$ 1,949,932

Exchange rate assumption 1 EUR =

1.23 USD

2-Amount due for royalties- 2003 and 1st and 2nd Q2004

2003	\$334,387
1Q2004	\$156,283
2Q2004	\$290,760
TOTAL	\$781,429

3-Interest Calculation

Item	Amount	Due date	Filing date	Days of interest	Interest rate Bank of America	Interest due
2003 royalties	\$334,387	2/15/2004	4/29/2004	74	6%	4,067.61
TOTAL						\$4,067.61

4-TOTAL CLAIM

\$ 2,731,361

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