

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor **Women First Healthcare, Inc**Case Number **04-11278 (MFW)**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property)

CIT Communications Finance Corporation

Name and address where notices should be sent

CIT Communications Finance Corporation**1 CIT Drive, Suite 4104A****Livingston, NJ 07039****Attn: Bankruptcy Department**Telephone number **973-597 2091**

☐ 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 the address differs from the address on the envelope sent to you by the court.

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Account or other number by which creditor identifies debtor
X108981

Check here if this claim

☐ replaces ☒ amends a previously filed claim
dated **August 13, 2004**

1 Basis for Claim

- ☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Lease

- ☐ 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 _____ to _____
 (date) (date)

2 Date debt was incurred**3 If court judgment, date obtained****4 Total Amount of Claim at Time Case Filed****\$52,808.62**

(unsecured)

(secured)

(priority)

\$52,808.62 – see exhibit A

(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 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 \$** _____

☐ 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 of 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 the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

12/12/05

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)

Chris Phoney, Bankruptcy Workout Manager

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FILED
DEC 13 2005
BMC

Women First Healthcare, Inc



00216

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began. In some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in the last four digits of your social security number and the dates of work for which you were not paid.

5 Secured Claim

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS above.)

6 Unsecured Nonpriority Claim

Check the appropriate place if you have an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, above). If your claim is partly secured and partly unsecured, state here the amount that is unsecured. If part of your claim is entitled to priority, state here the amount not entitled to priority.

7 Unsecured Priority Claim

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

8 Credits

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

9 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

2. Date Debt Incurred

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments

If you have a court judgment for this debt, state the date the court entered the judgment.

4 Total Amount of Claim at Time Case Filed

Fill in the applicable amounts, including the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

EXHIBIT A

Venue. US Bankruptcy Court, District of Delaware			
Debtor : Women First Healthcare, Inc.			
Chapter 11 Petition Date 4/29/04			
Lease Number. x108981 Schedule 00010			
Case Number 04-11278 (MFW)			
Leases	SCHEDULE		TOTAL ESTIMATED CLAIM
x108981	00010		52,808 62
TOTAL			52,808 62

04/22/03 14 11 FAX 0

01/24/2003 10 10 FAX 858638915

Paetec Communications

PAETEC COMM

0004/006

0002

P 01

JAN-23-2003 THU 04:25 PM WOMEN FIRST HEALTHCARE

FAX NO. 858 091353



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words you and your in this Lease, we mean you, our customer which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean Lessor CIT Communications Finance Corporation. Our address is 660 CIT Drive Livingston, New Jersey 07039 Phone 1-888-627-8876.

CUSTOMER INFORMATION	Lessee Name Women First Healthcare Inc.	Tax ID #
	Billing Street Address/City/State/Zip 12220 El Camino Real San Diego CA 92130	Tax Exempt #
	Phone No.	Lease # X108981
	Equipment Location Street Address/City/State/Zip 12220 El Camino Real San Diego CA 92130	Phone No. ()
		Schedule # 00010
SUPPLIER INFORMATION	Supplier Name ("Supplier") Paetec Communications/ DVNI	Phone No.
	Street Address/City/State/Zip Eddystone, PA	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
END OF LEASE PURCHASE OPTION		CISCO 3660 Router	
<input type="checkbox"/> (Check one applicable box. If no box is checked, or if more than one box is checked, the Fair Market Value Purchase Option will apply.) <input type="checkbox"/> Fair Market Value Purchase Option <input checked="" type="checkbox"/> Fixed Price Purchase Option of \$ 1,000 <input type="checkbox"/> Fixed Price Purchase Option of % of the Total Cash Price.			
TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 48	Lease Payment \$1730.24	Documentation Fee \$0.00
Additional Provisions NA			You agree to pay at the time you sign this Lease, 0 Mos. (\$0.00) Total Advance Lease Payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.

INSURANCE AND TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property use and other taxes related to this Lease or the equipment. (See Sections 4 and 5 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
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TERMS AND CONDITIONS	<p>1. DELIVERY AND ACCEPTANCE. You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions set forth on both pages of this lease agreement ("Lease"). If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you agree to assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will deliver to us the Equipment will be delivered irrevocably accepted by you upon: a) the delivery to us of a signed Delivery and Acceptance Certificate (if delivered to you unless in the box entitled "Additional Provisions" it is specified that payments are in arrears, in which case the first Lease Payment will be due on or the month following the month the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to bill you for the amount of each payment (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade or other amount payable to us in not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment (or such higher amount as is the maximum amount allowable under applicable law), and (ii) the amount of the late payment.</p> <p>2. NO WARRANTIES. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT OR WARRANT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF ANY SUCH REPRESENTATIONS OR WARRANTIES, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OBLIGATED TO SPEAK FOR US OR TO BIND US IN ANY WAY. We warrant to you for the term of this Lease any warranties made by the manufacturer of the Equipment.</p> <p>(NOTE: Sections 3 through 15 of the Lease are on page 2.)</p>
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BY SIGNING THIS LEASE, YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500. (b) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (c) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (d) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (e) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (f) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (g) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (h) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (i) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (j) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (k) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (l) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (m) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (n) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (o) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (p) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (q) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (r) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (s) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (t) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (u) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (v) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (w) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (x) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (y) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE. (z) YOU AGREE TO THE TERMS AND CONDITIONS OF THE LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE.

IN WITNESS WHEREOF, YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE, WHICH IS DOCUMENTED ON OUR FORM AFS-LA 1500. A COPY OF THIS LEASE IS MAILED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE TO THE ADDRESS OR ADDRESSES OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US). THE TERMS AND CONDITIONS OF OUR FORM AFS-LA 1500 IN USE ON THE DATE OF THE LEASE ARE THE TERMS AND CONDITIONS OF THE LEASE, AND YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY OF THE FOLLOWING REASONS: (a) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (b) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (c) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (d) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (e) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (f) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (g) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (h) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (i) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (j) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (k) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (l) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (m) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (n) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (o) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (p) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (q) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (r) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (s) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (t) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (u) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (v) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (w) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (x) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (y) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU; (z) YOU WANT THAT THIS PERSON BORROWING THIS LEASE FOR YOU HAS THE AUTHORITY TO SIGN FOR YOU.

Women First
Lessee
Authorized Sign:

Print Name & Title

CIT COMMUNICATIONS FINANCE CORPORATION

Lessor

X

Authorized Signature

Print Name & Title

Date

Lease Agreement

3 EQUIPMENT LOCATION USE AND REPAIR You will keep and use the Equipment only at the Equipment location shown above on this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense you will keep the Equipment eligible for any manufacturer's certification in compliance with all applicable laws and in good repair condition and working order except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4 TAXES AND FEES You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

5 LOSS OR DAMAGE As between you and us, you are responsible for any loss, theft or destruction of or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then at our option you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6 INSURANCE You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of or damage to the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewals or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance and our fees for our services in placing and maintaining such insurance (collectively "Insurance Charge") to the amounts due from you under this Lease. You will pay the Insurance Charge in equal installments associated with remaining Lease Payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7 TITLE RECORDING We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless the Purchase Option is \$100, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE ON YOUR BEHALF FINANCING STATEMENTS COVERING THE EQUIPMENT.**

8 DEFAULT Each of the following is a Default under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

9 REMEDIES If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given 10 days, notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10 FINANCE LEASE STATUS You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a finance lease as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier that you may have rights under the Supply Contract and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11 ASSIGNMENT YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12 PURCHASE OPTION, AUTOMATIC RENEWAL If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on Page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$100, you must give us at least 30 days written notice before the end of the original term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three month periods and thereafter renew for successive one month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you. **AS IS, WHERE IS** without any representation or warranty whatsoever and this Lease will terminate.

13 INDEMNIFICATION You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

14 CREDIT INFORMATION YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY ON YOUR WRITTEN REQUEST. WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15 LEASING ADDITIONAL EQUIPMENT You may request us to lease additional equipment to you by sending us a purchase order or by contacting us or the Supplier by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is \$20,000 or less and if we agree to lease such Additional Equipment to you, we will signify our agreement by preparing and sending to you a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Lease Payments, the Lease Term, the Purchase Option and such other terms and conditions that apply to such lease. **YOU AGREE THAT IF WE DO NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM YOU WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, YOU WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.**

16 MISCELLANEOUS You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time, price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. **IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THE LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED.** If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code and you have selected a Fair Market Value Purchase Option, the term of this Lease, including any renewals or extensions, will not exceed a total of 60 months. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

04/22/03 14 12 FAX 0
12/11/2002 11 00 FAX 85863891*

Paetec Communications
PAETEC COM

005/006
003/007



communications inc.

Master Service Agreement

This sets forth the terms of the Agreement ("Agreement") made this 20th day of July, 2002, (the "Effective Date") by and between Paetec Communications, Inc., a Delaware corporation with offices at One Paetec Plaza, 800 Willowbrook Office Park, Fairport, NY 14450 ("Paetec"), and Women First/ As we Change, a _____ with its service address at 12220 EL Camino Real, . San Diego, Ca, 92130 ("Customer"). The initial term of this Agreement is for 48 months, and commences upon installation of services. Customer has agreed to a Minimum Monthly Fee of \$18,828 00. All services provided are subject to Paetec's Standard Terms and Conditions, and any other Applicable Legal Schedules listed below.

CUSTOMER INFORMATION

Customer Name: Women First/ As we Change
Federal Tax ID or SS Number _____

Tax Exempt Status: NONE

Billing Address

12220 EL Camino Real

City: San Diego
State: Ca
Zip: 92130

Service Address

12220 EL Camino Real

City: San Diego
State: Ca
Zip: 92130

Contact Name: Hick Testa
Contact Phone: 858-456-8333 x 3047
Contact Fax: 858-456-8340
Contact E-Mail: hicktesta@aswechange.com

Sales Agent Name: Michael Smith
Sales ID: 9981
Phone Number: 858-764-0103
Account Manager: Kathleen Molonia

Services Provided by Paetec to Customer

Local Service	
Dedicated Long Distance	
Toll Free Inbound	
Internet	
Managed Virtual Private Network	

Applicable Legal Schedules

Standard Terms and Conditions
Internet Standard Terms and Conditions
Rate Schedule
Newcourt Lease Agreement
Third Party Lease Special Terms and Attachment A

Required Supporting Documents

Newcourt Credit Application
800 Response
PIC Letter of Authorization

Accepted by Customer
Signature: Patti L. Corralino
Title: Director of Operations
Print Name: Patti L. Corralino
Date: 7/30/02

Authorized by Paetec Communications, Inc.
Signature: Susan R. Kelly
Title: Sales Manager
Print Name: Susan R. Kelly
Date: 7-30-02

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Aldrtha Wallace-Keyes 973-422-3855	
B SEND ACKNOWLEDGMENT TO (Name and Address) CIT Communications Finance Corp 1 CIT Drive Livingston, NJ 07039	
CA, Secretary of State	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME Insert only one debtor name (1a or 1b) do not abbreviate or combine names				
1a ORGANIZATION'S NAME WOMEN FIRST HEALTHCARE, INC				
OR				
1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 12220 EL CAMINO REAL, STE 400				
CITY		STATE	POSTAL CODE	COUNTRY
SAN DIEGO		CA	92130	US
1d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Corporation	1f JURISDICTION OF ORGANIZATION DE	1g ORGANIZATIONAL ID # if any 2679532 <input type="checkbox"/> NONE
2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME Insert only one debtor name (2a or 2b) do not abbreviate or combine names				
2a ORGANIZATION'S NAME				
OR				
2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY
2d TAX ID # SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION
				2g ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE
3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) Insert only one secured party name (3a or 3b)				
3a ORGANIZATION'S NAME CIT Communications Finance Corporation				
OR				
3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS 1 CIT Drive				
CITY		STATE	POSTAL CODE	COUNTRY
Livingston		NJ	07039	US

4 This FINANCING STATEMENT covers the following collateral:
Equipment now or hereafter acquired, which is sold to Debtor by Secured Party pursuant to Lease No X108981, including, but not limited to, CISCO 3660 ROUTER, and all attachments, accessions, additions, substitutions, products, replacements and rentals and a right to use license for any software related to any of the foregoing and proceeds therefrom (including insurance proceeds)
Equipment location includes, but is not limited to

12220 EL CAMINO REAL
SAN DIEGO, CA 92130

5 ALTERNATIVE DESIGNATION if applicable:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6 THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.	7 Check to REQUEST SEARCH REPORT (s) on Debtor(s) (ADDITIONAL FEE) (optional)	All Debtors	Debtor 1	Debtor 2		
8 OPTIONAL FILER REFERENCE DATA X108981-10						
7266969						

AWK

0311560661

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 862-4141	
B. SEND ACKNOWLEDGEMENT TO* (Name and Address)	
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	510585 ICIT-AVAYA 5776523 CALI

FILED
SACRAMENTO, CA
APR 24, 2003 AT 1700
KEVIN SHELLEY
SECRETARY OF STATE

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME WOMEN FIRST HEALTHCARE, INC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 12220 EL CAMINO REAL STE 400		CITY SAN DIEGO	STATE CA	POSTAL CODE 92130
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 2679532 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CIT Communications Finance Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1 CIT Drive		CITY Livingston	STATE NJ	POSTAL CODE 07039

4 This FINANCING STATEMENT covers the following collateral:

EQUIPMENT NOW OR HEREAFTER ACQUIRED, WHICH IS SOLD TO DEBTOR BY SECURED PARTY PURSUANT TO LEASE NO. X108981, INCLUDING, BUT NOT LIMITED TO, CISCO 3680 ROUTER, AND ALL ATTACHMENTS, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, AND RENTALS AND A RIGHT TO USE LICENSE FOR ANY SOFTWARE RELATED TO ANY OF THE FOREGOING, AND PROCEEDS THEREFROM (INCLUDING INSURANCE PROCEEDS). EQUIPMENT LOCATION, INCLUDES, BUT IS NOT LIMITED TO: 12220 EL CAMINO REAL SAN DIEGO, CA 92130

5. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Addendum if applicable. <input type="checkbox"/> Check to REQUEST SEARCH REPORT(s) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA	

5776523

AWK

X108981-10



Chris Phenev
Bankruptcy Workout Manager
CIT Communications Finance Corporation
1 CIT Drive
Livingston, NJ 07039
Telephone 973 597 2091
Facsimile 973 597 2679
E-mail Chris.Phenev@cit.com

December 12, 2005

Bankruptcy Management Corporation
1330 East Franklin Ave
El Segundo, CA 90245

Dear Claim Agent,

Enclosed are an original and a copy of an Amended Proof of Claim to be filed for the following case

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

Please file the original and return a copy in the self addressed stamped envelope enclosed for your convenience in doing same

Thank You,

A handwritten signature in black ink, appearing to read 'Chris Phenev', is written over the printed name.

Chris Phenev
Investment Recovery
CIT Communications Finance Corporation

cc Celeste Hartman