Exhibit “A”

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

Name of Creditor and Address

06E00443000263

FISCHER ANDERSON
9605 CHESAPEAKE DR STE 305
SAN DIEGO CA 92123 1352

Creditor Telephone Number 858 467-6764

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

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

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
12606-2

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
X Other (describe briefly)
Equipment lease agreement
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 6/27/01

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ (unsecured)	$ 31 550 95 (secured)	$ (unsecured priority)	$ 31 550 95 (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

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

Brief description of collateral

Real Estate
Motor Vehicle
X Other Phone system

Value of Collateral $ N/A

Amount of arrearage and other charges at time case filed included in secured claim if any $ 0 00

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 or 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
AUG 06 2004
BMC

DATE SIGNED
8/12/04

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)

Avery Jung, Portfolio Administrator

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

Women First Healthcare Inc
00084

STATEMENT OF DAMAGES

LESSEE Women First HealthCare Inc LEASE NO 12606-2

DATE OF DEFAULT 15-Aug-04

1) Total Lease Contract				
58 x	1484 80	$ 86 118 40		
0 x	0 00			
2) Less Payments Received				
36 x	1484 80	$ (53 452 80)	$ (1 114 65)	
0 x	0 00			
Misc Paid Over/(Under)			**$ (54,567 45)**	
Less PV Discount on Future Payments		$ 31 550 95		
Discount Rate				
FUTURES 22	4%			
3) Billed and Unpaid includes late fees		$ -		
4) Plus Personal Property Taxes		$ -		
5) Less Security Deposit (-)		$ -		
6) Balance Due On Lease		$ 31 550 95 Subtotal		
7) Sales Tax	0 00%	$ 31,550 95 Subtotal	$ -	
8) Plus Extraordinary Costs		$ -		
Atty Fees/Costs $ -				
Repo/Remktg $ -				
Ship/Storage $ -				
Cost of Sale $ -				
9) Subtotal $ -		$ 31 550 95 Subtotal		
10) Less Sales Proceeds (-)		$ -		
11) Per Diem Int Annualized =				
Per diem Amt =	0 00	$ -		
Days =	-108	$ -		
12) Total Damages		**$ 31,550 95**		

Prepared By AJ 4/29/2004

12606-2

Preferred Lease A CapitalWerks Company 905 North Lake Blvd Tahoe City, CA 96145	LEASE NUMBER 12606-2

FULL LEGAL NAME AND ADDRESS OF LESSEE	SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
Women First Healthcare Inc 12220 El Camino Real ste 400 San Diego, CA 92130	See Attached Schedule A or Attached Invoice(s)
JOINTLY AND SEVERALLY RESPONSIBLE	

QUANTITY	DESCRIPTION, MODEL, CATALOG # OR OTHER IDENTIFICATION
Equipment Leased	See Attached Schedule A or Attached Invoice(s), excluding any service or maintenance contracts included therein
Equipment Location if Different	STREET ADDRESS_____ CITY_____ COUNTY_____ STATE_____ ZIP_____

Terms	AMOUNT OF EACH PAYMENT (PLUS SALES TAX IF APPLICABLE)	Monthly ✓ Other	TERM OF LEASE (# OF MONTHS)	# OF PAYMENTS	# OF ADVANCE PAYMENTS 2 (First & Last)	SECURITY DEPOSIT
	1484 80		60	60		5500 00

TERMS AND CONDITIONS OF LEASE

1 **LEASE** Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described above together with any replacement parts additions repairs or accessories now or hereafter incorporated in or affixed to it (hereinafter referred to as the Equipment)

2 **ACCEPTANCE OF EQUIPMENT** Lessee agrees to inspect the Equipment and to execute an Acknowledgment and Acceptance of Equipment by Lessee notice as provided by Lessor after the Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory in every respect Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with respect to the Equipment

3 **DISCLAIMER OF WARRANTIES AND CLAIMS LIMITATION OF REMEDIES** THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR Lessee acknowledges and agrees by his signature below as follows

(a) LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT ITS MERCHANTABILITY ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE ITS DESIGN ITS CAPACITY ITS QUALITY OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT (b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee and Equipment is in good condition and to Lessee s complete satisfaction (c) Lessee leases the Equipment as is and with all faults (d) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal family or household purposes (e) If the Equipment is not properly installed does not operate as represented or warranted by the supplier or manufacturer or is unsatisfactory for any reason regardless of cause or consequence Lessee s only remedy if any shall be against the supplier or manufacturer of the Equipment and not against Lessor (f) Provided Lessee is not in fault under this Lease Lessor assigns to Lessee any warranties made by the supplier or the manufacturer of the Equipment (g) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR and (h) NO DEFECT DAMAGE OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE

The parties have specifically negotiated and agreed to the foregoing paragraph Initials _____

4 **STATUTORY FINANCE LEASE** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code as adopted in California Lessee acknowledges and agrees that Lessee has selected both (1) the Equipment and (2) the supplier from whom Lessor is to purchase the Equipment Lessee acknowledges that Lessor has not participated in any way in Lessee s selection of the Equipment or of the supplier and Lessor has not selected manufactured or supplied the Equipment

LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS

5 **ASSIGNMENT BY LESSEE PROHIBITED** WITHOUT LESSOR S PRIOR WRITTEN CONSENT LESSEE SHALL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN OR PLEDGE OR TRANSFER THIS LEASE OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY

6 **COMMENCEMENT TERM RENTAL PAYMENTS, INTERIM RENTALS** This Lease shall commence upon the written acceptance hereof by Lessor and shall end upon full performance and observance by Lessee of each and every term condition and covenant set forth in this Lease any Schedules hereto and any extensions hereof Rental payments shall be in the amounts and frequency as set forth on the face of this Lease or any Schedules hereto In addition to regular rentals Lessee shall pay to Lessor interim rent for the use of the Equipment prior to the due date of the first payment Interim rent shall be in the amount equal to 1/30th of the monthly rental multiplied by the number of days elapsing between the date on which the Equipment is accepted by Lessee and the commencement date of this Lease together with the number of days elapsing between commencement of the Lease and the due date of the first payment The payment of interim rent shall be due and payable upon Lessee s receipt of invoice from Lessor Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an Acknowledgment and Acceptance of Equipment by Lessee acknowledging its acceptance of the Equipment within thirty (30) days after it is delivered to Lessee with respect to this Lease or any Schedule hereto

This lease may be terminated by Lessee at the end of the term if one hundred eighty (180) days prior to the end of the term written notice of such termination is delivered to Lessor (by certified mail) Otherwise the term of each Lease automatically shall be extended for a successive one month period following the end of the initial term at the rent stated on the respective Schedule(s) During this extension period Lessor at its sole option may terminate each Lease upon sixty (60) days prior written notice to Lessee (by certified mail) After the extension period each Lease may be terminated by either Lessor or Lessee at the end of any calendar month provided one hundred twenty (120) days prior written notice of such termination is delivered to the to the other party (by certified mail)

7 **CHOICE OF LAW CONSENT TO JURISDICTION VENUE** This Lease shall not be effective until signed by Lessor at its principal office listed above This Lease shall be considered to have been made in the state of Lessor s principal place of business listed above and shall be interpreted in accordance with the laws and regulations of the state of Lessor s principal place of business

Lessee agrees to jurisdiction in the state of Lessor s principal place of business listed above in any action suit or proceeding regarding this lease and concedes that it and each of them transacted business in the state of Lessor s principal place of business listed above by entering into this lease In the event of any legal action with regard to this lease or the equipment covered hereby Lessee agrees that venue shall be laid in the State and County of Lessor's principal place of business or in the State and County of whoever holds the Lessor s interest

Lessee Initials _____

12606-2

8 SECURITY DEPOSIT As security for the prompt and full payment of the amounts due under this Lease Lessee has deposited with Lessor the security amount set forth in the section shown as Security Deposit In the event any default shall be made in the performance of any of Lessee s obligations under this Lease Lessor shall have the right but shall not be obligated to apply the security deposit to the curing of such default Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the curing of any default Lessee shall restore said security deposit to the full amount set forth above On the expiration or earlier termination or cancellation of this Lease or any extension or renewal hereof provided Lessee has fully performed all provisions of this Lease Lessor will return to the Lessee any then remaining balance of said security deposit without interest Said security deposit may be commingled with Lessor s other funds

9 LIMITED PREARRANGED AMENDMENTS SPECIFIC POWER OF ATTORNEY In the event it is necessary to amend the terms of this Lease to reflect change in one or more of the following conditions (a) Lessor's actual cost of procuring the Equipment or (b) Lessor's actual cost of providing the Equipment to Lessee or (c) A change in rental payments as a result of (1) or (2) above or (d) Description of the Equipment Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee and unless within 15 days after the date of such letter Lessee objects in writing to Lessor this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth Lessee grants to Lessor a specific power of attorney for Lessor to use as follows (1) Lessor may sign and file on Lessee s behalf any document Lessor deems necessary to perfect or protect Lessor s interest in the Equipment or pursuant to the Uniform Commercial Code and (2) Lessor may sign endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment

10 LOCATION The Equipment shall be kept at the location specified above or if none is specified at Lessee s address as set forth above and shall not be removed without Lessor s prior written consent

11 USE Lessee shall use the Equipment in a careful manner make all necessary repairs at Lessee s expense shall comply with all laws relating to its possession use or maintenance All additions repairs or improvements made to the Equipment shall belong to Lessor

12 OWNERSHIP PERSONALTY The Equipment is and shall remain the property of Lessor and Lessee shall have no right title or interest in the Equipment except as expressly set forth in this Lease The Equipment shall remain personal property even though installed in or attached to real property

13 SURRENDER By this Lease Lessee acquires no ownership rights in the Equipment and has no option to purchase same Upon the expiration or earlier termination or cancellation of this Lease or in the event of a default under this Lease Lessee at its expense shall return the Equipment in good repair ordinary wear and tear resulting from proper use thereof alone excepted by delivering it packed and ready for shipment to such place or carrier as Lessor may specify

14 OFFER AND ACCEPTANCE Lessee s signing of this document shall constitute an offer to Lessor to enter into the Lease In consideration of Lessor's time and effort in reviewing and acting on the offer Lessee agrees that should Lessee elect for any reason not to proceed with the Lease transaction Lessor shall retain all advance rentals and deposits as liquidated damages to compensate Lessor for Lessors costs in processing this Lease transaction Lessor shall hold Lessee harmless from any additional damages resulting from Lessee s election not to proceed with any lease transaction with Lessor If Lessor elects not to provide financing to Lessee for any reason other than a default by Lessee (as defined in Section 21 Default below) Lessor agrees to return any advance rentals deposits or any other fees to Lessee within ten (10) days of said election

15 LOSS AND DAMAGE Lessee shall at all times bear the entire risk of loss theft damage or destruction of the Equipment from any cause whatsoever and no loss theft damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease In the event of damage to any part of the Equipment Lessee shall immediately place the same in good repair at Lessee s expense If Lessor determines that any part of the Equipment is lost stolen destroyed or damaged beyond repair Lessee shall at Lessee s option do one of the following (a) Replace the same with like equipment in good repair acceptable to Lessor or (b) Pay Lessor in cash the following

(i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item discounted to present value at a discount rate of 4% as of the date of loss and (iii) the Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment discounted to present value at a discount rate of 4% as of the date of loss

16 INSURANCE LIENS, TAXES Lessee shall provide and maintain insurance against loss theft damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment with loss payable to Lessor Lessee also shall provide and maintain comprehensive general all risk liability insurance including but not limited to product liability coverage insuring Lessor and Lessee with a severability of interest endorsement or its equivalent against any and all loss or liability for all damages either to persons or property or otherwise which might result from or happen in connection with the condition use or operation of the Equipment with such limits and with an insurer satisfactory to Lessor Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act omission or neglect of Lessee and cannot be canceled without 30 days prior written notice to Lessor As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer which certificate shall evidence the insurance coverage required by this paragraph Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee s benefit If Lessee fails to provide such insurance Lessor will have the right but no obligation to have such insurance protecting Lessor placed at Lessee s expense Such placement will result in an increase in Lessee s periodic payments such increase being attributed to Lessor s costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance Lessee shall keep the Equipment free and clear of all levies liens and encumbrances Lessee shall reimburse Lessor for all charges and taxes (local state and federal) which may now or hereafter be imposed upon the ownership leasing rental sale purchase possession or use of the Equipment excluding however all taxes on or measured by Lessor's net income If Lessee fails to pay said charges Lessor shall have the right but shall not be obligated to pay such charges In that event Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee

17 INDEMNITY Lessee shall indemnify Lessor against any claims actions damages or liabilities including all attorney fees arising out of or connected with Equipment without limitation Such indemnification shall survive the expiration cancellation or termination of this Lease Lessee waives any immunity Lessee may have under any industrial insurance act with regard to indemnification of Lessor

18 ASSIGNMENT BY LESSOR Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease Lessee shall recognize and hereby consents to any assignment of this Lease by Lessor and shall not assert against the assignee any defense counterclaim or setoff that Lessee may have against Lessor Subject to the foregoing this Lease inures to the benefit of and is binding upon the heirs devisees personal representatives survivors successors in interest and assigns of the party hereto

19 SERVICE CHARGES, INTEREST If Lessee shall fail to make any payment required by this Lease within 10 days of the due date thereof Lessee shall pay to Lessor a service charge of 8% of the amount due provided however that not more than one such service charge shall be made on any delinquent payment regardless of the length of the delinquency In addition to the foregoing service charge Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts including but not limited to long-distance telephone charges and travel expenses Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid at the lesser of the maximum rate of interest allowed by law or 18% per annum

20 TIME OF THE ESSENCE Time is of the essence of this Lease and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance

21 DEFAULT Lessee shall be in default if (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof or (b) Lessee shall fail to observe keep or perform any provision of this Lease and such failure shall continue for a period of 10 days or (c) Lessee has made any misleading or false statement in connection with application for or performance of this Lease or any representation or warranty made by Lessee herein or otherwise furnished Lessor in connection with t Agreement or any Lease hereunder shall prove at any time to have been untrue or misleading in any material respect or (d) The equipment or any part thereof shall be subject to an lien levy seizure assignment transfer bulk transfer encumbrance application attachment execution sublease or sale without prior written consent of Lessor or if Lessee shall abandon the Equipment or permit any other entity or person to use the Equipment without the prior written consent of Lessor or (e) Lessee dies or ceases to exist, or (f) Lessee defaults on any other agreement it has with Lessor or (g) Any guarantor of this Lease defaults on any obligation to Lessor or any of the above listed events or default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws

Lessee Initials

12606-2

22 REMEDIES If Lessee is in default Lessor with or without notice to Lessee shall have the right to exercise any one or more of the following remedies concurrently or separately and without any election of remedies being deemed to have been made

Lessor may enter upon Lessee s premises and without any court order or other process of law may repossess and remove the Equipment or render the Equipment unusable without removal either with or without notice to Lessee Lessee hereby waives any trespass or right of action for damages by reason of such entry removal or disabling Any such repossession shall not constitute a termination of this Lease unless Lessor notifies Lessee in writing

Lessor may require Lessee at its expense to return the Equipment in good repair ordinary wear and tear resulting from proper use thereof alone excepted by delivering it packed and ready for shipment to such place or carrier as Lessor may specify

Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee

Lessor may declare all sums due and to become due under this Lease immediately due and payable including as to any or all items of Equipment without notice or demand to Lessee

Lessor may re-lease the Equipment without notice to Lessee to any third party upon such terms and conditions as Lessor alone shall determine or may sell the Equipment without notice to Lessee at private or public sale at which sale Lessor may be the purchaser

Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under this Lease then accrued all accelerated future payments due under this Lease discounted to their present value at a discount rate of 4% as of the date of default plus Lessor s estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment reduced to present value at a discount rate of 4% as of the date of default less the net proceeds of disposition if any of the Equipment

To the extent permitted by law you waive (i) trial by jury in any matter arising in connection with this lease and (ii) all rights and remedies granted you under UCC 2A 508 522

To pursue any other remedy available at law by statute or in equity
No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise and may be enforced concurrently therewith or from time to time No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy

23 MULTIPLE LESSEES Lessor may with the consent of any one of the Lessees hereunder modify extend or change any of the terms hereof without the consent or knowledge of the others without in any way releasing waiving or impairing any right granted to Lessor against the others Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease

24 EXPENSE OF ENFORCEMENT In the event of any legal action or arbitration with respect to this Lease the prevailing party in such action or arbitration shall be entitled to reasonable attorney fees including attorney fees incurred at arbitration at the trial level including action in bankruptcy court on appeal or review or incurred without action suits or proceedings together with all costs and expenses incurred in pursuit thereof

25 ENTIRE AGREEMENT, NO ORAL MODIFICATIONS, NO WAIVER This instrument constitutes the entire agreement between Lessor and Lessee No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of Lessor Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance

26 SEVERABILITY This Lease is intended to constitute a valid and enforceable legal instrument and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof all of which shall remain in full force and effect

THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE

LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER NOR ANY SALESMAN BROKER OR AGENT OF ANY BROKER OR SUPPLIER IS AN AGENT OF LESSOR NO BROKER OR SUPPLIER NOR ANY SALESMAN BROKER OR AGENT OF ANY BROKER OR SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER NOR ANY SALESMAN BROKER OR AGENT OF ANY BROKER OR SUPPLIER SHALL IN ANY WAY AFFECT LESSEE S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE S OBLIGATIONS SET FORTH IN THIS LEASE

Women First Healthcare Inc
LESSEE

LEASE NO 12606-2

DATE OF LEASE 6/27/01

X _____

Charles Caporale Vice President

Preferred Lease A CapitalWerks Company

_____ DATE 6/27/01

Shareiss Siler - Vice PResident

12606-2

Preferred **Lease**

A CapitalWerks Company

Schedule "A"

This Schedule "A" is attached to and part of the Lease between Preferred Lease, A CapitalWerks Company and Women First Healthcare, Inc (Lessee) and constitutes a true and accurate description of the equipment for Lease No 12606-2

Equipment Description

Vendor
Protel Communications, Inc
3914 Murphy Canyon Rd , Ste A244
San Diego, CA 92123
(858) 560-7400

2 – Eclipse II Digital Telephone System Card Cabinet and Power Supply
1 – Eclipse II Card Cabinet Expansion Cable
1 – Eclipse II Modem Kit for Remote Programming
1 – Eclipse II CPU 256 w/ 5 2 Software
1 – Eclipse II Software Feature Key PAL w/ 100 Units
1 – Eclipse II Options Card w/ 3 DSP and DSP Key PAL
Includes Off Premise Transfer, Off Hook Voice Announce (Requires PCDPM), Off Premise Call Forwarding, All Full Speaker Phones, Call Park, Hands-Free Answer Back, Music On Hold Input, Multi-zone Paging System, Caller ID, Amplified Conferencing
1 – Eclipse II NT Platform 12 Port Voice Mail System w/ 520 Hours of Storage
1 – Eclipse II NT Unified Message Software (Level 1, 5 Users)
Includes Automated Attendant, Call Screening, Call Recording, Pager and Cell Phone Notification
1 – Eclipse II Professional Digital Telephones (w/display)
1 – Eclipse II Operator's PC Attendant Console Software
48 – Reuse Customer's Existing Executone Digital Telephones
8 – Reuse Customer's Existing Analog Devices
1 – Eclipse II DKSC-16 Card (16 port)
4 – Eclipse II EKSC-12 Card (12 port)
1 – Eclipse II SLC-8 Card (8 port)
1 – Eclipse II Quad SLC 16 Power Supply
3 – Eclipse II SLA Adapter
2 – Eclipse II LSC Card (4 port)
1 – Eclipse II LSC Daughter Card (4 port)
1 – Eclipse II T-1/E-1/PRI Card
1 – Eclipse II Network Clock Card (NCC)

Lessee Women First Healthcare, Inc

By _____
Charles Caporale, Vice President

12606-c

Lessor
PREFERRED LEASE, A CAPITALWERKS COMPANY
905 NORTH LAKE BLVD
TAHOE CITY CA 96145
530 584 1800

LEASE NUMBER 12606-2

DATE OF LEASE 6/27/01

LESSEE Women First Healthcare Inc

ACKNOWLEDGMENT AND ACCEPTANCE OF EQUIPMENT BY LESSEE

See Attached Schedule "A" or attached Invoice(s)

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair has been properly installed tested and inspected and is operating satisfactorily in all respects for all of Lessee s intended uses and purposes Lessee hereby accepts unconditionally and irrevocably the Equipment

By signature below Lessee specifically authorizes and requests Preferred Lease A CapitalWerks Company to make payment to the supplier of the Equipment Lessee agrees that said Equipment has not been delivered installed or accepted on a trial basis

WITH THE DELIVERY OF THIS DOCUMENT TO LESSOR LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE S OBLIGATIONS TO LESSOR BECOME ABSOLUTE AND IRREVOCABLE AND LESSEE SHALL BE FOREVER ESTOPPED FROM DENYING THE TRUTHFULNESS OF THE REPRESENTATIONS MADE IN THIS DOCUMENT

LESSEE Women First Healthcare Inc

Charles Caporale, Vice President

DATE OF ACCEPTANCE
6/27/01

IMPORTANT THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND ARE COMPLETELY SATISFIED WITH IT

I HEREBY AUTHORIZE _____

_____
TITLE
TO ORALLY VERIFY MY/OUR ACCEPTANCE OF THE ABOVE EQUIPMENT IN MY ABSENCE

12606-2

Preferred **Lease**

/ CapitalWerks Company

Purchase Agreement

That certain lease Schedule entered into by and between Preferred Lease A CapitalWerks Company as Lessor and Women First Healthcare, Inc as Lessee dated 5/30/01, in consideration of the mutual covenants herein contained and upon having met all the terms and conditions of the Lease Agreement and for other good and valuable consideration, is hereby amended to include the following

Lessee hereby irrevocably and unconditionally agrees to purchase the equipment covered by the Lease (the 'Equipment) for **the sum of $1 00,** plus all unpaid rentals lien satisfaction charges and other sums payable by the Lessee for the entire term of the Lease plus any applicable sales tax (the "Purchase Price") and Property Tax (if applicable) immediately upon the earliest to occur of (a) the expiration of the Lease (b) the termination of the Lease by Lessor in accordance with the terms thereof, or (c) the full payment of the last rental payment under the Lease excluding any payments covered by advance rentals

Within 15 days after receipt of the Purchase Price, Lessor shall execute and deliver to Lessee a Bill of Sale for the Equipment "AS IS" and "WHERE IS", in its then condition and its then location without any warranty or representation by or recourse against the Lessor

The occurrence of an event of default under the Lease shall constitute a default by Lessee under this Agreement and Lessee irrevocably and unconditionally agrees thereupon to immediately pay the Purchase Price to Lessor, together with all sums due under the Lease

This Agreement and all rights of Lessor hereunder may be assigned by Lessor without notice to or consent by the Lessee Lessee may not assign any of its rights under this Agreement without the prior written consent of Lessor or its assignee

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first shown above Please be further advised that this document will be null and void unless executed by an officer of Preferred Lease, A CapitalWerks Company

Lessee Women First Healthcare, Inc

X _____

Charles Caporale, Vice President

May 31 01
Date

Lessor **Preferred Lease, A CapitalWerks Company**

_____

6/27/01
Date

12606-2

P CAPITAL IN STRUCTURED FINANCE & EQUIPMENT LEASING

CAPITALWERKS, LLC

Where Capital and Commerce Meet Opportunity and Prosperity

2151 Michelson Drive
Suite 290
Irvine CA 92612

Telephone
949 260 1090
Facsimile
949 261 1088

E mail
info@capitalwerks.com
Website
capitalwerks.com

ASSIGNMENT OF LEASE

IO Fisher-Anderson, L C

RE Lease between Women First Healthcare, Inc., as lessee and undersigned, dated 6/27, 2001, having an aggregate unpaid balance of $ 86,118.40

Subject to and hereby made part of that certain Master Lease and Equipment Purchase Agreement dated as of March 19th 2001 between the undersigned and Fisher-Anderson, L C the undersigned hereby assigns, transfers and sets over to Fisher-Anderson, L C all the undersigns rights, title and interest in and to, the equipment covered by the Lease and the undersigns rights as Lessor under the Lease, including the right to receive rent thereunder, as well as all right under any related agreements with respect to the Lease

The undersigned further restates as part of the above referenced Master Lease and Equipment Purchase Agreement, that the terms of said agreement shall be binding upon and inure to the parties hereto, their respective heirs, personal representative, successors and assigns

This assignment shall be construed for all purposes in accordance with the laws of the State of Iowa. We hereby agree that, at your election any action or proceeding relating in any manner to this assignment must be brought in court having their situs in Polk County, Iowa and we hereby irrevocably consent to the jurisdiction and venue of any such court

Dated 6/27, 2001

Lessor - Assignor Preferred Lease, A Capitalwerks Co.

By _____

Title V.P

PA Preferred Assign

[redacted]

120000-2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (949) 931-1252 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services
P O Box 29071
Glendale CA 91209-9071

90667 FISHERAND
2973621-41-1

File with Delaware

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11 15 AM 07/06/2001
010514 3 - 0000000
SRV 010332023

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	CITY	STATE	POSTAL CODE	COUNTRY
12220 El Camino Real STE 400	San Diego	CA	92130	

1d. TAX ID # SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	DE	C2107810 ☐ 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	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

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

3a. ORGANIZATION'S NAME: Fisher-Anderson L C

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1370 NW 114th Street Suite 300	Des Moines	IA	50325	

4. This FINANCING STATEMENT covers the following types or items of property:

SEE FAXED SCHEDULE A

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 [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ADDITIONAL FEE ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Delaware

FILING OFFICE COPY — NATIONAL FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Preparing by UCC Direct Services
Glendale CA 91209-9071 Tel (800) 331-1282

Exhibit “B”

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF PATTI SEXSON IN SUPPORT OF WOMEN FIRST HEALTHCARE LIQUIDATING TRUST'S AMENDED OBJECTION TO PROOF OF CLAIM #84 FILED BY FISCHER ANDERSON PURSUANT TO 11 U.S.C. SECTION 502, FED.R.BANKR.P. 3007 AND DEL.BANKR.LR. 3007-1

I, Patti Sexson, hereby declare and state as follows:

1. Pursuant to the Consulting Agreement executed February 11, 2005 between myself and the WFHC Liquidating Trust, I serve as a consultant for the WFHC Liquidating Trust (the "Trust").

2. I was employed by Women First Healthcare, Inc. (the "Debtor") from March 1999 to January 2005, when the Debtor ceased its existence. During my tenure with the Debtor, I served in many different capacities. My last two positions with the Debtor were (1) Director of Contracts Administration and National Accounts and (2) Director of Operations. In my employment with the Debtor, I was responsible for many facets of the Debtor's operations, including management and negotiation of all of the Debtor's contracts, direct responsibility for wholesaler accounts, and management of a wide variety of the Debtor's relationships with other businesses.

3. Prior to the commencement of this case, the Debtor maintained, in the ordinary course of business, books and records that reflected, among other things, the amounts owed to their creditors (the "Books and Records").

4. Through my various positions with the Debtor, I acquired a thorough working knowledge of the Books and Records and the courses of business underlying the Debtor's various liabilities.

5 I make this declaration in support of the *Trust's Amended Objection to Proof of Claim #84 Filed by Fischer Anderson Pursuant to 11 U.S.C. Section 502, Fed.R.Bankr.P. 3007 And Del Bankr.LR 3007-1* (the "Objection").

6. As part of my duties as consultant for the Trust, I was responsible for the review and analysis of proofs of claim filed by the Debtors' creditors. I analyzed the proofs of claim, along with the supporting documentation attached to each of the proofs of claim. Based on this analysis, I determined that the claim identified in the Objection should be diallowed for the reasons stated therein.

7. Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge, my review of the Books and Records, relevant documents, docket in this bankruptcy case and other information prepared, collected or obtained in my capacity as consultant for the Trust

8. If I were called to testify as a witness in this matter, I could and would competently testify to each of the facts set forth herein.

9 The information contained in the Objection relating to this specific claim is true and was provided by me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 10th of February, 2006

Patti L. Sexson

PATTI L. SEXSON
Consultant to the WFHC Liquidating Trust