

PRINT TIME JUN. 30. 7:58AM

RECEIVED TIME JUN. 30. 7:48AM
I will accept ~~the~~ terms
Subject to the advice of
counsel and acceptance
by my wife and
her counsel
Andrew R 6-28-04

To: Shawn Meador
From: Andy Furer

WOODBURN and WEDGE
Attorneys and Counselors at Law
P.O. Box 2311
Reno, Nevada 89505
(775) 688-3000
FACSIMILE: (775) 688-3088

FACSIMILE TRANSMITTAL

DATE: June 28, 2004

Client Code:

TO: Andrew Furer

FAX No. (775) 832-1036

FROM: Shawn B Meador

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MESSAGE:

7:58AM

PRINT TIME--JUN. 30.

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Settlement Proposal
Settlement Purposes only.

6-28-04

DRAFT

DRAFT

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement is entered this ___ day of ___, 2004, by and between ANDREW EARL FURER (hereafter "ANDREW") and ELOISA BESADA FURER (hereafter "ELOISA").

As the basis for this Marital Settlement Agreement, ANDREW and ELOISA recite as follows:

A. ANDREW and ELOISA entered into a written and notarized Post Nuptial Agreement on May 5, 2004, a true and correct copy of which is attached as Exhibit "A" hereto and incorporated herein by reference. ANDREW was represented by Shawn B Meador in the negotiation, preparation and execution of the Post Nuptial Agreement and ELOISA was represented by Sandra Unsworth in the negotiation, preparation and execution of the Post Nuptial Agreement.

B. The Post Nuptial Agreement outlines the rights, benefits and obligations of the parties while they remain married and in the event either party seeks a divorce or legal separation.

C. ANDREW and ELOISA have determined that, notwithstanding the Post Nuptial Agreement which was designed and intended to give them the opportunity to reconcile their marriage, that a full, happy and successful reconciliation is not possible, and therefore, have decided to obtain a divorce by way of an uncontested joint petition for summary divorce. The Parties will cooperate with one another to obtain a decree of divorce by way of a joint petition which incorporates with modifications set forth herein the terms of the Post Nuptial Agreement.

D. The Parties will cooperate with one another to make the modifications to the Post Nuptial Agreement in order to permit the divorce to be obtained quickly, inexpensively and with as little acrimony as possible.

Now therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ANDREW and ELOISA agree as follows:

1. Recitals.

The Recitals noted above are incorporated herein by reference as though set forth in full.

2. Restate and Reaffirm the Post Nuptial Agreement.

ANDREW and ELOISA restate and reaffirm the May 5, 2004, Post Nuptial Agreement in its entirety and agree to be bound by it's terms and to have a decree of divorce entered which is consistent with and incorporates the terms of the Post Nuptial Agreement with the specific modifications noted below.

3. Eloisa's Separate Property.

a) ANDREW'S obligation to pay ELOISA the additional sum of \$1 million within one year of the date of the agreement, pursuant to paragraph IV.C.1 of the Post Nuptial Agreement, shall be eliminated in its entirety.

b) In addition to her one half of the Community Property Washington Mutual stock, pursuant to paragraph IV.J.1 of the Post Nuptial Agreement, ANDREW shall transfer to ELOISA 245,000 shares of Washington Mutual stock from his separate property estate. In summary, ELOISA shall receive 325,000 shares of the Community Property Washington Mutual Stock and will also receive 245,000 shares ^{FROM} OF ANDREW'S ^{SEPARATE}

Washington Mutual Stock for a total of 570,000 shares of Washington Mutual Stock.
ANDREW shall receive his half of the Community Property Washington Mutual Stock as well as the balance of his separate property Washington Mutual Stock.

c) The "Minimum Guaranty" set forth in the various paragraphs contained in section IV.J. of the Post Nuptial Agreement shall be eliminated in its entirety.

d) ANDREW and ELOISA shall cooperate with one another and do all things reasonable and necessary to complete the transfers of property called for in the Post Nuptial Agreement as modified by this Marital Settlement Agreement. Among other things, ANDREW and ELOISA shall execute a notarized document which reflects the transfer of the properties in Paris and Manila to ELOISA.

e) ELOISA agrees to vacate the residence located at 949 Lakeshore Blvd., Incline Village, Nevada, on or before July 27, 2004. ELOISA agrees to remove the personal property awarded to her pursuant to paragraph IV.C.8 of the Post Nuptial Agreement and herein, from the residence located at 949 Lakeshore Blvd., Incline Village, Nevada, on or before July 27, 2004.

f) In addition to the personal property confirmed to ELOISA pursuant to paragraph IV.C.8 of the Post Nuptial Agreement, ELOISA shall be entitled to have confirmed to her the following personal property the personal property outlined on Exhibit "B" hereto. ELOISA shall transfer to ANDREW the sum of thirty thousand dollars (\$30,000) in exchange for this additional personal property.

OK

III
15+ items (envelopes) and
not in an exhibit

15+ envelopes
here
no Ex B

4. Eloisa's Health Insurance

Andrew's obligation to provide medical insurance and to pay uninsured medical expenses for ELOISA, as set forth in paragraph IV.N of the Post Nuptial Agreement, shall be eliminated in their entirety. Provided, however, that to the extent permitted by the insurer, ELOISA may remain on ANDREW'S policy and she shall reimburse ANDREW the cost of the monthly premium associated with her being on the policy. If the insurer does not permit her to remain on ANDREW'S policy it shall be ELOISA'S obligation to obtain her own policy.

OK

5. Estate Planning

ANDREW and ELOISA acknowledge that their obligation to execute estate planning documents in favor of each other pursuant to paragraph IV.S.1 of the Post Nuptial Agreement is eliminated by virtue of the contemplated divorce proceeding. The parties acknowledge their obligations to execute estate planning documents in favor of their son, as set forth in paragraph IV.S.2 and that such obligation remains unchanged by this Marital Settlement Agreement.

OK

6. Taxes

ANDREW and ELOISA shall each file separate income tax returns for 2004, with each party declaring their respective incomes on such individual returns. ANDREW and ELOISA each hereby agree to file their respective income tax returns (for the year 2004 and beyond) in a manner which is consistent with the provisions of this Marital Settlement Agreement and each shall provide the other with a copy of his/her 2004 income tax return(s) and any amendments thereto within fifteen (15) days of filing the same with the appropriate taxing authority.

OK

Paragraphs IV.K and IV.M of the Post Nuptial Agreement shall be clarified to require ANDREW to pay income taxes on all Washington Mutual dividends received by the parties or either of them prior to July 1, 2004. ELOISA shall pay all income taxes on Washington Mutual dividends she receives on or after July 1, 2004, and ANDREW shall pay all income taxes on Washington Mutual dividends he receives on or after July 1, 2004. ANDREW shall pay all income taxes on interest or dividends earned in 2004 on financial accounts confirmed to him as his sole and separate property pursuant to the Post Nuptial Agreement and ELOISA shall pay all income taxes on interest and dividends earned in 2004 on financial accounts confirmed to her as her sole and separate property;

1st speech acct

ANDREW shall be entitled to claim the mortgage interest and real property tax deductions on the residence located at 949 Lakeshore Blvd., Incline Village, Nevada. ELOISA shall be entitled to claim the mortgage interest and real property tax deductions on her new residence in Las Vegas as well as any tax benefits that flow from ownership of the Paris and Manila condominiums.

Because ANDREW is paying ~~more than~~ ^{which are the} the parties' dependent son's expenses, he shall be entitled to claim Alexander as a dependent on his income tax return. ANDREW and ELOISA acknowledge that the parties overpaid their federal income taxes for the year 2003. Such overpayment has been applied as a credit against a portion of the estimated quarterly federal income tax payments paid by ANDREW in the current year. By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that both the 2003 overpayment and the estimated quarterly federal income tax payments paid thus far in 2004 are ANDREW'S sole and separate property and ELOISA hereby

are the Bashy Aven account transfer to her, the UBS accounts in Switzerland, the BNP accounts in Paris, the BPI account in the bank, and the joint bank with rights of survivorship account at CSFB (and any account received from transfers from that account).

confirms to ANDREW the benefit of such 2003 overpayment and 2004 estimated quarterly payments for federal income tax purposes.

OK

By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that the following charitable contributions made by ANDREW to The President And Fellows Of Harvard College, in Cambridge, Massachusetts, on the dates indicated were made from ANDREW'S sole and separate assets and ELOISA hereby confirms to ANDREW the benefit of any and all excess charitable contributions for federal income tax purposes resulting from such contributions:

1. December 29, 2003: Fifteen thousand eight hundred fifty-eight (15,858) shares of Washington Mutual common stock, valued at Six Hundred Thirty-One Thousand Sixty-Nine Dollars and Eleven Cents (\$631,069.11), transferred from a Credit Suisse First Boston account held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002;
2. December 29, 2003: Two thousand shares of L-3 Communications Holdings, Inc., common stock, valued at One Hundred One Thousand Seven Hundred Seventy Dollars (\$101,770), transferred from a Credit Suisse First Boston account confirmed by the Post Nuptial Agreement to be ANDREW'S sole and separate property; and
3. February 10, 2004: Six Thousand shares of Washington Mutual common stock, valued at Two Hundred Sixty-Five Thousand Eight Hundred Thirty Dollars (\$265,830), transferred from a Credit Suisse First Boston account held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002;

By executing this Marital Settlement Agreement, ELOISA acknowledges and confirms that pursuant to that certain "Purchase Letter Agreement" dated October 31, 2003, by and between Escrow Partners, L.P., a Delaware limited partnership, as "Purchaser", and ANDREW, as "Seller", ANDREW did sell certain "Interests" (as such term is defined in the Purchase Letter Agreement) from his sole and separate property,

resulting in a long-term capital loss of Eight Hundred Fifty-Five Thousand Seven Hundred Eight Dollars (\$855,708). ELOISA hereby confirms to ANDREW the benefit of any and all capital loss carryforwards for federal income tax purposes resulting from such sale.

OK

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that various securities sold in the year 2000 from a Credit Suisse First Boston account (confirmed by the Post Nuptial Agreement to be ANDREW'S sole and separate property) which resulted in total long-term capital losses of Thirty Six Thousand Five Hundred Twenty Dollars (\$36,520), were ANDREW'S sole and separate assets. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sales.

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that a limited partnership interest in "Carl SFC, LP" sold by ANDREW in the year 2000 from a Credit Suisse First Boston account held in ANDREW'S sole name and which resulted in a long-term capital loss of Eighty-Seven Thousand Five Hundred Ninety-Six Dollars (\$87,596) was ANDREW'S sole and separate asset. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sale.

By executing this Marital Settlement Agreement, ELOISA further acknowledges and confirms that a limited partnership interest in "Brazos Fort Associates, LP" sold by ANDREW in the year 2003 from a Credit Suisse First Boston account held in the name of Andrew E. Furer, Trustee of the Andrew E. Furer Trust, dated May 24, 2002, which resulted in a total long-term capital loss of Forty-Three Thousand Six Hundred Ten Dollars (\$43,610), was ANDREW'S sole and separate asset. ELOISA hereby confirms to ANDREW the benefit of any and all capital-loss carryforwards for federal income tax purposes resulting from such sale.

Paragraph VIJ of the Post Nuptial Agreement shall be modified to specifically provide that ANDREW shall retain any and all benefit for federal income tax purposes relating to the aforementioned excess charitable contributions and capital loss carryforwards.

7. No Harassment or Interference

ANDREW and ELOISA each agree not to harass ^{any third party.} ~~any third party, or to~~
~~insult, denigrate or disparage the other, directly or indirectly, to any third party.~~

8. Confidentiality Clause

ANDREW and ELOISA agree to keep the terms of their Post Nuptial Agreement, this Marital Settlement Agreement, and the details of their personal relationship confidential and not to disclose the substance or terms thereof to any third person other than as necessary to: a) file appropriate income tax returns; b) to a financial planner or advisor to assist in financial planning; c) to his or her CPA as necessary to handle financial matters; d) when compelled by a lawful subpoena issued by a court of competent jurisdiction or otherwise compelled by law; e) to third persons necessary to accomplish the transfers of property contemplated by the Post Nuptial Agreement as modified by this Agreement; or f) to a personal therapist for purposes of the therapy or counseling being provided.

9. Indemnity Clause

ANDREW and ELOISA each represent and warrant to the other that they have not engaged in any conduct or incurred any contractual obligation subsequent to May 5, 2004, which would expose the other to contractual or tort liability. To the extent either party has entered into any contract, express or implied, on which the other may be held

~~liable, or has engaged in any conduct which results in tort liability against the other, the party who incurs such contractual or tort liability will save and indemnify and hold the other harmless from all such costs and liabilities, including any legal fees and costs incurred by the other in connection with the liability.~~

10. Alexander's Graduation and Wedding

ANDREW and ELOISA mutually agree that if both are still alive at the time of their son Alexander's graduation from Harvard and at the time of his wedding, that ANDREW and ELOISA may attend such events and that neither will take any third person to such events with them.

11. Remaining Terms

The remaining terms and conditions set forth in the Post Nuptial Agreement, that are not inconsistent with or specifically modified by this Marital Settlement Agreement shall remain unchanged and shall be binding on the parties.

12. Incorporation in Decree of Divorce

The parties agree to file a Joint Petition for Summary Divorce in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and further agree that this Marital Settlement Agreement, which incorporates the parties Post Nuptial Agreement, as modified herein, shall be incorporated but not merged in the Decree of Divorce.

13. Entire Agreement

This Marital Settlement Agreement, which incorporates the parties' Post Nuptial Agreement as modified herein, represents the entire agreement between the parties. ANDREW and ELOISA expressly represent and warrant that no statements, promises,

guaranties or representations, other than those specifically set forth herein, were made by either party or any person on behalf of either party nor were any such statements, promises, guaranties, or representations other than those set forth herein relied upon by either party in entering into this Marital Settlement Agreement.

14. Attorneys' Fees

ANDREW and ELOISA shall each pay their own respective attorney's fees and costs incurred in connection with the negotiation and preparation of this Marital Settlement Agreement. In the event of litigation arising out of the terms, conditions or performance of this Marital Settlement Agreement, the prevailing party shall be entitled to recover his or her costs of suit, including reasonable attorneys' fees.

OK

15. Agreement Executed Without Coercion

ANDREW and ELOISA each represent and warrant that each of them is entering into this Marital Settlement Agreement of his or her own free will and volition, and acknowledge that no coercion, force, pressure, or undue influence of any kind has been exerted by either party or any person on behalf of either party in connection herewith.

OK

16. Representation by Counsel

ANDREW has been represented by Shawn B Meador in connection herewith and ELOISA has been represented by Sandra A. Unsworth.

DATED this ____ day of _____, 2004.

DATED _____

ELOISA B. FURER

DATED _____

ANDREW E. FURER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Eloisa B. Furer known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On the ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew E. Furer known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

WOODBURN AND WEDGE
6100 Neil Road, Suite 500
Post Office Box 2311
Reno, Nevada 89505

SANDRA A. UNSWORTH, ESQ.
202 California Avenue
Reno, Nevada 89509

By _____
Shawn B Mcador
Attorneys for Andrew Earl Furer

By _____
Sandra A. Unsworth, Esq.
Attorneys Eloisa Besada Furer

EXHIBIT "B"

1. The complete French dining room set consisting of nine (9) pieces.
2. Four (4) large Persian rugs, currently located in the living room, the dining room, by the fireplace and in front of the Altar Table.
3. The Henredon living room set including two (2) sofas, a coffee table and a sofa table.
4. Three (3) antique French accent chairs.
5. Two (2) reproduction accent chairs.
6. The Altar Table, with the mirror above it.
7. The exercise machine.
8. The mahjong table.
9. The slot machine.
10. Two (2) Chinese screens in guest room.
11. Chinese carved trunk.
12. Two (2) oriental planters by main door.
13. All oriental reference books and collection of oriental books.
14. All mother of pearl items, to include, trunks, boxes, MOP polished shells, tortoise box and all natural stone collection boxes.
15. All Moser crystal, to include, decanters, wine glasses, goblets; the silver servers; and the porcelain tea, coffee and chocolates set (contents of cabinet in Eat in Kitchen).
16. Pictures and picture frames (Mr. Furer will select the ones he wants and Mrs. Furer will be awarded the remainder.).
17. All items in master bedroom save and except all electronics and dresser with mirror that matches Alex's bedroom set.