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July 20, 2004

**VIA FACSIMILE**

Bonnie G. Mahan, Esq.  
Attorney at Law  
421 Court Street  
Reno, NV 89501

Re: Furer v. Furer

Dear Ms. Mahan:

As you know, Mr. Drake has been assisting me with this matter as I was dealing with other emergencies and I believed that it was simply a matter of tying up loose ends. Unfortunately, Mrs. Furer has decided to act without any honor and to repudiate the Marital Settlement Agreement, thus forcing contested litigation. I believe that Mr. Drake has advised you that it is our position that Mrs. Furer's conduct invalidates the Marital Settlement Agreement. Therefore, it is our position that we have a valid Post Nuptial Agreement. It is our intention to seek to enforce the Post Nuptial Agreement in the present contested divorce action. You may wish to remind Mrs. Furer that there is a prevailing party attorneys' fee clause in the Post Nuptial Agreement which we will also seek to enforce.

We have completed part of the transfers necessary to comply with the Post Nuptial Agreement. Mr. Furer remains willing, prepared, and ready to complete any remaining transfers called for under the terms of the Post Nuptial Agreement. Please let me know how you would like to proceed in this regard.

Mrs. Furer will recall that to the extent the parties remained married they had obligations to create certain estate planning in favor of the other. Those obligations terminated with the filing of the divorce action.

The real property Mrs. Furer is to receive has not been transferred to her yet. It is her responsibility to determine what documents are necessary to transfer the property to her. Mr. Furer will promptly execute any documents reasonable or necessary to complete these transfers.

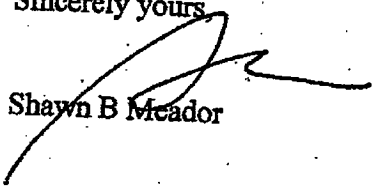
Mrs. Furer's right to remain in the marital residence even one day more was dependent upon the Marital Settlement Agreement. **IT IS MR. FURER'S** home. There is

a valid contract by which Mrs. Furer transferred her interest in the home to him. She has \$3 million available to her as well as one half of the community property – a sum in excess of \$13.5 million. In addition to the two homes she received under the Post Nuptial Agreement, she has purchased a home in Las Vegas. Mrs. Furer needs to make arrangements to move out of the Incline residence immediately. She may not remove any personal property from the residence other than those items specifically listed in the Post Nuptial Agreement. We will promptly file a motion for exclusive possession and to restrain her from taking Mr. Furer's property.

Mr. Furer has bent over backwards time and time again to try to get this matter resolved without contested and acrimonious litigation. He doesn't want such litigation for him and doesn't want it for her. However, he appreciates that he has little choice in the matter. Mrs. Furer wants litigation. He is resigned to litigation. He will defend himself in that litigation.

If you have any questions or concerns or if you have any suggestions for bringing this matter to final resolution, please feel free to contact me. Otherwise, we'll just litigate in normal course of events.

Sincerely yours



Shawn B Meador

SBM:jgh  
cc: A. Furer