

AMENDMENT TO MARITAL SETTLEMENT AGREEMENT

This Amendment to Marital Settlement Agreement is entered into by Andrew E. Furer ("ANDREW") and Eloisa B. Furer ("ELOISA") in light of the following circumstances:

- A. On July 9, 2004, ANDREW and ELOISA entered into a Marital Settlement Agreement which restated and reaffirmed the parties' May 5, 2004 Post Nuptial Agreement, with certain amendments and modifications.
- B. Pursuant to the terms of the Marital Settlement Agreement, the parties agreed to obtain a Decree of Divorce by way of a Joint Petition in the Second Judicial District Court in and for the County of Washoe, State of Nevada (the "Court").
- C. On or about July 12, 2004, the parties submitted their Joint Petition to the Court.
- D. On or about July 16, 2004, ELOISA, through counsel, filed an Ex Parte Motion to Dismiss Joint Petition.
- E. On or about July 18, 2004, the Court entered an Order entitled: "Order Denying Ex Parte Motion; Order to Proceed with Case as a Contested Divorce."
- F. Certain disputes and disagreements have arisen between the parties with respect to whether the Post Nuptial Agreement and/or the Marital Settlement Agreement are valid, binding and enforceable at this time.
- G. There was an incident between the parties (hereafter "the Incident") which resulted in ELOISA filing a criminal complaint against ANDREW. No formal charges have been filed against him by the D.A. at this time. ELOISA has agreed to a civil compromise of the criminal claims pursuant to NRS § 178.564 to 178.568 in which

ELOISA agreed to cooperate with ANDREW to attempt to settle the matter. If the matter would not be filed, or if filed, they would be dismissed with prejudice.

H. The parties desire to resolve their disputes and disagreements and to obtain a Decree of Divorce as quickly, inexpensively and amicably as possible.

In light of the foregoing, and in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties' stipulate and agree as follows:

1. Restate and Reaffirm Marital Settlement Agreement

ANDREW and ELOISA restate and reaffirm the July 9, 2004, Marital Settlement Agreement in its entirety and agree to be bound by its terms and to have a decree of divorce entered by the Court which is consistent with and incorporates the terms of the Marital Settlement Agreement, with the specific modifications noted below.

2. Payment of Additional Washington Mutual Stock

ELOISA shall be entitled to receive the additional shares of Washington Mutual Stock under paragraph 3 of the Marital Settlement Agreement and the dividend payable in August 2004 to shareholders of record as of July 30, 2004, on these additional shares of Washington Mutual stock, only if ANDREW is entirely cleared of all potential criminal charges arising out of the Incident. ELOISA shall be entitled to such stock and dividend only upon the happening of one of the following events: 1) confirmation by the District Attorney that no criminal charges arising out of the Incident will be filed; 2) dismissal with prejudice of all criminal charges; or 3) ANDREW'S acquittal of such charges. ELOISA further agrees not to take any actions designed or intended to prevent

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