

EXHIBIT E

POST NUPTIAL AGREEMENT

This POST NUPTIAL AGREEMENT (hereafter referred to as the "Agreement") is made this 2nd day of May, 2004, by and between ANDREW EARL FURER, of Incline Village, Nevada ("ANDREW") and ELOISA BESADA FURER, of Incline Village, Nevada ("ELOISA").

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

I. STATUS OF THE PARTIES

- A. ANDREW and ELOISA were married on or about June 28, 1981, in Los Angeles County, California, and since that time have been and now are husband and wife.
- B. ANDREW and ELOISA have one son, being Alexander Eric Furer who is no longer a minor but whom the parties continue to assist financially while he is completing his post-high school education.
- C. ANDREW was born on February 21, 1953 and is now 51 years old. ELOISA was born on September 5, 1941, and is now 62 years old. ANDREW does not have children from any prior relationship. ELOISA has one adult daughter from a prior marriage.
- D. Certain disputes and disagreements have arisen between the parties which have caused strain and disharmony in the marriage, such that the parties have discussed the possibility of obtaining a legal separation or divorce. Among other things, ownership and control of the parties' separate, joint, marital and community wealth, has become an area of dispute and disagreement between the parties. By this Agreement, ANDREW and ELOISA intend and desire to define and confirm their respective interests in and

control of the parties' separate, joint, marital and community wealth and to resolve all of their property and support rights, so as to remove such issues as areas of conflict between them in order to maximize the odds of reconciling any other differences and allowing the parties to restore marital harmony and remain married.

E. ANDREW and ELOISA understand and acknowledge that resolution of any disputes regarding their wealth and finances will not guarantee that they will be able to successfully restore harmony and maintain the marriage indefinitely and that there is a possibility that one or the other may still seek a legal separation or divorce in the future. The parties further understand and acknowledge that this Agreement shall be final and binding and shall govern their legal rights and obligations if they remain married, in the event of the death of the parties or either of them, and also in the event either or both seek a legal separation or divorce.

F. In entering into this Agreement, ANDREW and ELOISA understand and acknowledge that the terms regarding their wealth and finances, as set forth in this Agreement, are not necessarily identical to that which would happen if there were a divorce proceeding and the court was called upon to resolve their financial issues. Neither ANDREW nor ELOISA represents that the resolutions set forth in this Agreement are intended or designed to parallel exactly what a court would do if called upon to resolve these issues. Neither ANDREW nor ELOISA enter into this Agreement with the understanding or expectation that the terms set forth herein are identical to any order or decree which a court might enter if called upon to resolve these issues. Both ANDREW and ELOISA enter into this Agreement of their own free will with full advice of counsel and based upon their own evaluation of the merits hereof and not upon any

other promises or representations not specifically set forth herein. Based upon her evaluation of the merits of this Agreement, ELOISA believes that its terms and provisions are adequate.

G. It is the mutual wish and desire of the parties that a full and final adjustment and settlement of their property rights, interests and claims against each other be had, settled and determined at the present time by this Agreement, including the support and maintenance of the parties, with each party releasing and forever discharging each other from any liability for support and maintenance other than as set forth herein, said provisions for support being an inseparable part of this property settlement.

H. Both ANDREW and ELOISA are familiar with the parties' separate, joint, marital and community wealth and waive any further or additional disclosure of their assets and liabilities.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual agreements and covenants contained herein, the compromise of disputed claims, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ANDREW and ELOISA stipulate and agree as follows:

II. PURPOSES OF AGREEMENT

The purposes of this Agreement are to:

A. Settle all claims, interests, rights and obligations that each party may have against the other during the continuation of their marriage, in the event of divorce or legal separation or the death of the parties. In this regard, the recitals set forth in Section I above are incorporated herein by reference.

B. Except as specifically set forth herein, to relinquish any and all past, present or future claims that each party may have against the property or estate of the other party and his or her executors, administrators, representatives, successors and assigns.

C. To remove as areas of potential litigation the parties' respective claims, interests, rights and obligations, one against the other, in the event of a divorce, separation or death of a party.

III. FUTURE LIVES

From and after the date of execution of this Agreement, the parties shall continue to live together as man and wife for so long as they mutually desire to do so. In the event that either party seeks a divorce, legal separation or decree of separate maintenance, each shall be entitled to live separate and apart from the another, free from the marital control or management of the other spouse and with their respective rights and obligations governed by the terms of this Agreement.

IV. PROPERTY AND OBLIGATIONS

A. Community Property

It is agreed that the following property shall be deemed to be the "Community Property" of the parties subject to the terms and conditions set forth herein:

1. Six Hundred Fifty Thousand (650,000) shares of the Washington Mutual common stock (the "Community Property Washington Mutual stock"), subject to the terms of paragraph IV.J and IV.K below. The Community Property Washington Mutual Common Stock will be held in an account titled in both

names, with right of survivorship or in a trust, of which both parties are trustees, as permitted pursuant to paragraph IV.H below.

B. Assignment of Interest in Community Property

ANDREW and ELOISA hereby assign, transfer, relinquish and surrender to the community any separate property claim they may have in the property identified in paragraph IV.A above.

C. Eloisa's Separate Property

It is agreed that the following property shall be confirmed to ELOISA as her sole and separate property to own, control and manage as she deems fit:

1. The total sum of four million dollars (\$4,000,000). Of that, ANDREW will transfer the sum of three million dollars (\$3,000,000) to an account designated by ELOISA by May 20, 2004. The balance of one million dollars (\$1,000,000), without interest, will be transferred to an account of her designation within one year of the date on which this Agreement is signed by both parties;
2. All of the parties' right, title and interest in and to the Twin Towers Condominium, Makati City, Metro Manila, Philippines, Unit 25D and contents thereof;
3. All of the parties' right, title and interest in and to the condominium located at 193 Blvd. St. Germain, Paris, France, and contents thereof;

4. The 2004 Mercedes Benz, VIN WDBSK75F94F073426, the 1998 Mercedes Benz, VIN WDBJF82F9WX005425, and the 1988 Mercedes Benz, VIN WDBBA48DJ086525;
5. Her jewelry, clothing and other personal effects;
6. Her IRA with Credit Suisse, account number 219486966; and
7. The BPI accounts in Makati City, Philippines, account numbers 001413488, 004164536, and 0014133488; the BNP accounts in Paris, France, account numbers 00567000221213629, 11567311584609, and 007990000548039718; the Bank of America account in Incline Village, Nevada, account number 000334224284; and the UBS accounts in Gstaad, Switzerland, account numbers 22724526040M and 227245260MID.
8. The following personal property presently located at the marital residence located at 949 Lakeshore Blvd., Incline Village, Nevada: a) all Filipino paintings, including the painting by Amoroso; b) the lady's antique desk; c) the antique French cabinet in the master bedroom; d) the antique French safe in the master bedroom; e) the four poster antique bed in master bedroom; f) all antique crystal flower vases; and g) all antique Asian ceramics and porcelain and the display cabinet in which they are presently displayed. She shall also be potentially entitled to additional personal property from the Incline residence as set forth more fully in paragraph IV.E.2 below. So long as they remain married, ELOISA may leave all or part of this personal property in the Incline Village residence and by doing so does not waive or release her separate property claim in and to such property. Furthermore, from time to time ELOISA and ANDREW

may wish to loan or donate all or part of the artwork and antique collection to a museum or other entity to display. If they elect to do so, the attribution of the loan or donation will be to ELOISA and ANDREW jointly.

D. Andrew's Assignment of Interest in Eloisa's Separate Property

ANDREW hereby assigns, transfers, relinquishes and surrenders to ELOISA any and all of his right, title and interest of every kind and character in and to any and all property identified in paragraphs IV.C.(1) through (8) above. ANDREW stipulates and agrees that ELOISA may manage and control her separate property as she chooses in her sole and absolute discretion and waives any claim he might otherwise have to claim that her management of her separate estate is in conflict with or contrary to her joint management of the community wealth.

E. Andrew's Separate Property

It is agreed that the following property shall be confirmed to ANDREW as his sole and separate property to own, control and manage as he deems fit:

1. All of the parties' right, title and interest in and to the remaining 499,000 shares of Washington Mutual stock, after confirmation of the 650,000 shares as Community Property Washington Mutual stock as expressly set forth in paragraph IV.A.(1) above;
2. All of the parties' right, title and interest in and to the real property located at 949 Lakeshore Blvd., Incline Village, Nevada, and contents thereof with exception of the items of personal property identified in paragraph IV.C.(8) above. Provided, however, that if ANDREW elects to dispose of or remove personal property from the Incline residence while ELOISA is still living,

including but not limited to the French antique dining set, the French antique side chairs and matching cupboards and display cabinets in the living room, the crystal stemware and porcelain dishes, he must first offer such items to ELOISA at no cost who may elect to take possession of such items or reject them, in which case ANDREW may dispose of them or remove them at his sole option;

3. The 2004 Lexus, VIN JTJHT00W143539551;

4. The two CSFB accounts, account numbers 219624798 (the "Andrew and Eloisa Furer Trust account) and 219624806 (the "Andrew E. Furer Trust account); and the Bank of America account in Incline Village, Nevada, account number 000334218963.

5. His jewelry, clothing and other personal effects;

6. The 33' Formula Boat and 10' Quicksilver inflatable boat;

7. His IRA with Credit Suisse, account number 219486974;

8. The Fortis Insurance ("Assurant") Health Savings Account established as part of John Alden Insurance Policy No. 0058152762 and the Fortis Life Insurance policies (provided however that if the parties are married at the time of ANDREW's death, the \$10,000 death benefit would go to ELOISA); and

9. Any other real or personal property of any kind or nature and wherever located that is not specifically confirmed to the Community estate or to ELOISA pursuant to the terms of this Agreement.

F. Eloisa's Assignment of Interest in Andrew's Separate Property

ELOISA hereby assigns, transfers, relinquishes and surrenders to ANDREW any and all of her right, title and interest of every kind and character in and to any and all

property identified in paragraphs IV.E.(1) through (9) above. ELOISA stipulates and agrees that ANDREW may manage and control his separate property as he chooses in his sole and absolute discretion and waives any claim she might otherwise have to claim that his management of his separate estate is in conflict with or contrary to his joint management of the community wealth.

G. Assumption of Liabilities Associated with Separate Property

Except as specifically set forth herein, ANDREW and ELOISA shall each assume and pay any and all debts, liabilities, obligations, mortgages (including without limitation ANDREW's obligation to pay the debt secured by the Incline Village residence in the approximate principal sum of \$1 million), taxes, maintenance, upkeep and repairs, insurance, contingent liabilities and other legal or financial obligations associated with or arising out of the ownership of the property they respectively receive as their sole and separate property under the terms of this Agreement and shall indemnify and save and hold the other harmless therefrom. Provided, however, that so long as the parties remain married, neither party having filed an action for separate maintenance, legal separation or divorce, ANDREW shall pay the real property taxes on the Paris condominium which is confirmed to ELOISA as her sole and separate property by this Agreement.

H. Transfer of Assets from Trusts

All or part of the assets divided by this Agreement (as set forth in paragraphs IV.A, IV.C and IV.E above) may be held in either the Andrew Furer Trust, dated, May 24, 2002, of which Andrew Furer is trustee (hereafter "Andrew's Trust"), or the Andrew & Eloisa Furer Trust, dated May 24, 2002, of which Andrew and Eloisa Furer are co-trustees (hereafter the "Joint Trust"). To the extent necessary or appropriate to

accomplish the transfers required under sections IV.A, IV.C, and IV.E above, ANDREW and ELOISA, as trustees of the respective trusts, shall cause Andrew's Trust and the Joint Trust to transfer the assets consistent with the terms of this Agreement. Following the transfer of such assets, the parties, as trustees, may cause the Joint Trust to be revoked or may utilize it to hold the Community Property. The parties will cooperate with one another to create appropriate estate planning to accomplish the purposes of this Agreement as soon as reasonably practical but no later than sixty (60) days after execution of this Agreement.

I. Gstaad Apartment

The parties presently have an apartment lease in Gstaad, Switzerland. ELOISA shall have the right to maintain the apartment lease at her expense or, if she elects to terminate the lease, she shall be responsible for negotiating a termination of the lease with the landlord. ANDREW shall cooperate with ELOISA and do all things reasonable and necessary to terminate the lease as quickly as possible and at the lowest reasonable costs. ELOISA shall use the funds in the UBS accounts or such other funds as she deems necessary to satisfy any costs associated with termination of the lease. To the extent that there are any funds left over in the UBS account, ELOISA shall be entitled to retain those funds. To the extent there is income from subleasing the apartment, ELOISA shall be entitled to receive such income as her sole and separate property.

J. Rights on Separation or Divorce

1) In the event of a legal separation or divorce, ELOISA shall be entitled to receive her sole and separate property and to receive one half of the community property subject to ANDREW's Minimum Guarantee set forth below, and

ANDREW shall be entitled to receive his sole and separate property and his one half of the community property, subject to his Minimum Guarantee set forth below.

2) At the time of any such legal separation or divorce, ANDREW shall guarantee that ELOISA's one half of the Community Property Washington Mutual stock will have a New York Stock Exchange Value (as defined below) of no less than forty-one dollars, sixty-three cents (\$41.63) per share (\$41.63 is referred to as the "Guaranteed Price"). If the New York Stock Exchange Value (as defined below) of the Community Property Washington Mutual Stock is less than the Guaranteed Price at the time of separation or divorce, ANDREW shall convey to ELOISA additional Washington Mutual stock from his separate estate to make up the difference between the New York Stock Exchange Value and the Guaranteed Price. By way of example and not limitation, in the event of a divorce, the Washington Mutual stock has a New York Stock Exchange Value of \$40.63 rather than \$41.63, ANDREW would transfer to ELOISA 325,000 shares (her one half of the Community Property Washington Mutual stock) and in addition, Washington Mutual stock from his separate estate with a gross value of \$325,000. Eloisa would also receive all of her sole and separate property, pursuant to Paragraph IV.J.(1), above.

3) For purposes of Andrew's Minimum Guarantee, the New York Stock Exchange Value of the Community Property Washington Mutual stock shall be defined as follows: a) the party seeking the divorce or legal separation shall give the other written notice of their intent; b) the New York Stock Exchange Value shall then be defined as the average of its closing price on the New York Stock Exchange for the five (5) business days following the date on which the written notice is given.

4) It is understood that all or a part of the Community Property Washington Mutual Stock might be sold while the parties remain married and before any legal separation or divorce. If such a sale takes place, ANDREW also guarantees that the sale price will not be less than the Guaranteed Price. This paragraph explains how Andrew's Minimum Guarantee will be applied in such case. If any of the Community Property Washington Mutual Stock is sold during the marriage and prior to a legal separation or divorce, the proceeds from such sale, and the stock or other investments purchased with such proceeds, shall remain community property. If at the time of any such sale, the gross sale price of the Community Property Washington Mutual stock is less than the Guaranteed Price, Andrew shall transfer to the community account sufficient additional Washington Mutual stock from his separate estate to make up the difference between the gross sale price and the Guaranteed Price. At such time, ANDREW's Minimum Guarantee will be fully satisfied for the portion of the stock that has been sold. ANDREW's Minimum Guarantee will continue with respect to any unsold portion of the Community Property Washington Mutual stock. After any such sale, both ANDREW and ELOISA shall then have equal interests in the actual value of the proceeds, stocks or other investments purchased with the proceeds from the sale of the Community Property Washington Mutual stock, after payment of any taxes that may be due.

5) One of the reasons the parties' expressly agree that ANDREW shall provide this Minimum Guarantee is the present lack of investment diversification in the parties' wealth which could result in a substantial change in the value of the Community Property should the price of Washington Mutual stock rise or fall significantly from its present value. However, because the parties' tax basis in such

stock is so low, there would be a substantial tax obligation were the parties to sell the stock in order to diversify their financial holdings. ELOISA acknowledges that this Minimum Guarantee has a substantial value to her as it protects her against a major reduction in the value of the Washington Mutual stock without limiting the benefits she will receive from an increase in the value of such stock, and the value of this Minimum Guarantee (although not precisely calculable) is taken into account in entering into this Agreement.

6) ANDREW and ELOISA shall have the joint right to manage and control the community property. The parties will cooperate with one another and act reasonably and promptly to management suggestions made by the other. Neither shall unreasonably withhold consent to reasonable management suggestions. Notwithstanding the parties' obligations under this paragraph, they may still manage their own separate property as they may each desire. By way of example and not limitation, ANDREW could elect to sell all or part of his separate property Washington Mutual stock regardless of whether the parties jointly elect to sell all or part of the Community Property Washington Mutual stock at the same time, or not

K. Separate Property Income

1) Notwithstanding the community ownership of such stock, one half of the annual dividend income from the Community Property Washington Mutual stock (and any income from any investments purchased with the proceeds from the sale of such stock) shall be treated as ELOISA's sole and separate property income, to manage and control as she deems fit. One half of the dividend income from the Community Property Washington Mutual stock (and any income from any investments purchased with the

proceeds from the sale of such stock) shall be treated as ANDREW's sole and separate property income, to manage and control as he deems fit. Any salary, wages, or other earnings received by either party after the date hereof shall be treated as the sole and separate property of the party earning or receiving such salary, wages or other earnings. The parties acknowledge and appreciate that but for this Agreement, such earnings during the marriage would be deemed to be community property.

2) At such time as dividends are received from the Community Property Washington Mutual stock, ANDREW will set aside in a community account, sufficient funds to pay the taxes on such dividends. One half of the net balance shall then be transferred to ELOISA and one half of the net balance to ANDREW. When the parties' joint or separate income tax returns are filed, the money set aside in the joint account will be used to pay such taxes. If the sum set aside is insufficient, each party will pay one half of the shortage from their separate accounts. If there are funds left over after payment of the community tax obligation, such funds will be divided equally between the parties.

L. Increases in Value of Separate Property

1) ANDREW agrees that ELOISA's separate property, as set forth in paragraph IV.C. above shall remain her sole and separate property and that all rents, accretions, profits, substitutions, exchanges, accessions, appreciation, earnings, replacements, condemnation awards, insurance proceeds or awards related thereto which may accrue or result in any manner from increases in value of or from her separate property estate in any way, including increases due to the personal services, skills, work or other efforts of either party during the marriage shall remain ELOISA's separate property.

2). ELOISA agrees that ANDREW's separate property, as set forth in paragraph IV.E. above shall remain his sole and separate property and that all rents, accretions, profits, substitutions, exchanges, accessions, appreciation, earnings, replacements, condemnation awards, insurance proceeds or awards related thereto which may accrue or result in any manner from increases in value of or from his separate property estate in any way, including increases due to the personal services, skills, work or other efforts of either party during the marriage shall remain ANDREW's separate property. The parties acknowledge that but for this Agreement, increases in value of their respective property resulting from the personal services, skills, work or other efforts of either party would be deemed to be community property.

M. Taxes on Separate and Community Property Income

ELOISA shall assume, pay, indemnify and hold ANDREW harmless from any taxes due on her separate property income and ANDREW shall assume, pay, indemnify and hold ELOISA harmless from any taxes due on his separate property income. To the extent the community has a capital gain obligation arising out of the sale of community property assets, the community estate shall be responsible for payment of such taxes.

N. Eloisa's Health Care Expenses During Marriage

So long as the parties remain married and there has been no decree of separate maintenance, legal separation or divorce, ANDREW shall pay the cost of a major medical insurance policy for ELOISA until such time as she reaches age 65. When ELOISA reaches the age of 65 she will apply for and obtain medicare benefits and ANDREW's obligation shall be limited to providing a medicare supplemental policy. During the marriage and prior to the entry of any decree of separate maintenance, legal

separation or divorce, ANDREW shall also pay ELOISA's uninsured medical expenses and may use the Fortis (Assurant) Health Savings Account to discharge such expenses and he may take advantage of the tax benefits arising out of the existence of and contributions to the Health Savings Account. In the event of divorce or legal separation ELOISA shall be fully responsible for all of her health care costs, including insurance premiums, provided, however, that if ANDREW files a complaint for divorce within five years of the date of this Agreement, he shall pay the costs of ELOISA's medical insurance for five years from date of filing his complaint, subject to the requirement that ELOISA will still apply for and obtain medicare coverage at age 65 and ANDREW's obligation at that point will be for the cost of the medicare supplemental policy.

O. Living Expenses/Use of Real Properties During Marriage

1) So long as the parties are married and no decree of separate maintenance, legal separation or divorce has been entered, the parties shall, from time to time, contribute their respective separate property funds to pay joint and community living expenses. The parties may establish and maintain one or more joint bank accounts for the purpose of paying the parties' normal and expected living expenses. The existence of such joint bank account(s) pursuant to this paragraph shall not create any community property between the parties and shall not abrogate or contravene in any manner the provisions of this Agreement. The funds held in such accounts(s) shall be used to pay the parties' living expenses, with each party having full and equal access to the funds in such account(s) for payment of such expenses, with each party having a right of survivorship to said funds should the other party predecease him or her.

2) If either party incurs debts, expenses or obligations for their own benefit, as opposed to joint or community expenses, the party incurring the debt, expenses or obligation will pay, indemnify and save and hold the other harmless therefrom from his or her separate funds. If such debt, expenses or obligation arises prior to finalization of the transfers called for under this agreement and one party or the other utilizes joint funds to pay the debt, expense or obligation, that party will reimburse the other from his or her separate estate.

3) So long as the parties are married and no decree of separate maintenance, legal separation or divorce has been entered, the parties shall have the right to use and occupy without compensation to the other the real property owned by the other as his or her separate property. Such use and occupancy shall not create legal rights of one in the property of the other that are inconsistent with the terms of this Agreement.

P. Future Acquired Assets

1) Except as specifically set forth herein, any and all property or debts acquired by either of the parties after the date of the execution of this Agreement will be the sole and separate property/debts of the person who acquired the same, and each of the parties respectively waives any right, title or claim to the separate property the other acquires in the future.

2) Any asset acquired after the date of execution of this Agreement, which by its existence gives rise to a titling document, will be titled in the name of the party whose separate property wealth was used to acquire such asset or in a trust established by that party. If the parties use community property to purchase such asset it will be titled as community property with right of survivorship, in both names jointly with right of

survivorship or in a joint trust created by both parties and of which the parties are the trustees. If both ANDREW and ELOISA contribute separate property to the purchase of an asset it shall be titled in both names with the parties' respective ownership interest reflected in the title. For estate planning purposes the parties may hold such property as joint tenants with right of survivorship or in a joint trust established by the parties and of which the parties are the trustees. However, in the event of divorce or separation the parties' respective rights and interests in such property will follow their respective separate property contributions to the acquisition of such property, notwithstanding the titled right of survivorship.

3) If the parties elect to jointly invest in an asset that does not give rise to title they will execute a separate, written document setting forth their respective ownership interests in such property.

Q. Assumption of Debts

1) ANDREW will assume, pay and hold ELOISA harmless of and from all credit card and other unsecured debts in his name. ELOISA will assume, pay and hold ANDREW harmless of and from all credit card and other unsecured debts in her name.

2) The parties shall immediately take all steps reasonable and necessary to cancel any joint credit cards, debit cards, ATM cards, revolving lines or credit and other debt instruments on which both are legally responsible for payment. ANDREW shall assume, pay and hold ELOISA harmless of and from any and all debts he incurs subsequent to the date of this Agreement. ELOISA shall assume, pay and hold

ANDREW harmless of and from any and all debts she incurs subsequent to the date of this Agreement.

3) If any debts or obligations arise out of or in connection with the management and control of the community property estate, the community shall be liable for such debts and shall save, indemnify and hold the parties' respective separate property estates harmless therefrom.

R. Son's College Expenses

ANDREW shall pay the parties' son's reasonable and appropriate college expenses, to the same extent he would have paid such expenses absent the potential legal separation or divorce. The party's son shall be treated as an incidental beneficiary of this Agreement and shall not have an independent right to seek to enforce the terms of this agreement. Furthermore, ANDREW and ELOISA acknowledge and agree that the CSFB Account, account number 219486941 was established for Alexander's benefit and shall be treated in all regards as his wealth and not as belonging to either ANDREW or ELOISA.

S. Estate Planning

1) So long as the parties remain married, no action for separate maintenance, legal separation or divorce having been filed by either party, the parties shall both execute and keep in full force and effect, wills, trusts and/or other estate planning instruments by which they will leave the other no less than eighty percent (80%) of their adjusted gross estate. The parties will be free to bequeath or transfer the remaining twenty percent (20%) of their estate to the person or persons whom they select in their sole and absolute discretion. As part of such estate planning, the parties may

establish a trust, of which both are trustees as to any community property or each respectively as trustee as to any separate property of the respective parties, to hold, among other things, the community and/or separate property established and identified in this Agreement. The transfer of community property to such trust shall not change the character of ownership of such property.

2) In the event of separation or divorce, ANDREW and ELOISA shall each establish estate plans which leave to their son, Alexander, no less than the unused unified gift tax credit available to each of them at that time. ANDREW and ELOISA may each create estate plans which provide more for their son than this contractual minimum.

3) In the event either party files an action for legal separation or divorce the parties will be automatically and immediately entitled to modify their estate plans to leave their estates to the person, persons or entities they elect in their sole and absolute discretion and will have no legal obligation to include the other in their estate planning. In such event, if any of the community property or any separate property of the parties, or either of them, has been transferred to a trust pursuant to sub-paragraph (1) above, the parties, at the request of either party, will cooperate with one another and do all things reasonable and necessary to convey property out of the trust consistent with the terms of this Agreement. By way of example and not limitation, if the Community Property Washington Mutual stock has been transferred to the trust, but then ELOISA seeks a divorce, she may request a disbursement to her of her one half of such stock from the trust and the parties, as trustees, will take the actions necessary to convey to her one half of such stock.

4) ANDREW and ELOISA shall each make the maximum annual tax-free gift to their son, Alexander, (currently \$11,000 each, annually) from their respective separate property funds, beginning with the year 2004 and each year thereafter, regardless of whether they remain married or not. Alexander shall be treated as an incidental beneficiary of this Agreement and not an intended beneficiary with an independent right to enforce this term.

T. Rights on Death

In the event of the death of one of the parties, neither party having filed a proceeding for separate maintenance, legal separation or divorce, the surviving spouse's interest in and to the estate of the other shall be governed by the terms set forth in paragraph IV.S. above. In the event either party has initiated a proceeding for separate maintenance, legal separation or divorce prior to the death of the party, the survivor's interests in the other's estate shall be governed by any valid will, trust or estate planning device then in place executed by the other party subsequent to the date of this agreement, or if no such estate planning device exists, by the law of intestate succession.

U. Mutual Releases

Except as set forth herein, ANDREW hereby releases ELOISA from any and all liabilities, debts or obligations of any kind or character heretofore incurred by ANDREW during their marriage and hereby warrants to ELOISA that he has not incurred and hereby covenants that he will not incur any liability or obligation which she is or may be liable unless otherwise provided in this Agreement. Except as set forth herein, ELOISA hereby releases ANDREW from any and all liabilities, debts or obligations of any kind or character heretofore incurred by ELOISA during their marriage and hereby

warrants to ANDREW that she has not incurred and hereby covenants that she will not incur any liability or obligation which he is or may be liable unless otherwise provided in this Agreement.

V. WAIVER OF ALIMONY

ANDREW and ELOISA fully and completely waive, release and relinquish any right to receive alimony or spousal support from the other in the event of separation or divorce, including but not limited to lump sum alimony or periodic payment, or to any other court-ordered compensation or support intended to act as or supplant alimony or spousal support. Without limiting the foregoing, this provision is specifically intended to include any support or alimony which, absent this Agreement, could be ordered to be paid by a court as temporary alimony or spousal support during the pendency of any proceedings between the parties for separate maintenance, legal separation or divorce. ANDREW and ELOISA acknowledge that while Nevada law specifically authorizes a waiver of alimony in a pre-nuptial agreement, there is no parallel statute or case law that specifically addresses the issue of waiver of alimony in a post-nuptial agreement. To the extent there is any public policy argument that could be made to suggest that such waiver is invalid or unenforceable, the parties have discussed the issue with their respective counsel and fully and completely waive any claim to defeat this waiver based upon alleged public policy grounds. ANDREW and ELOISA further acknowledge and understand that if the waiver of alimony results in one party to this Agreement being eligible for support under a program of public assistances (other than normal social security benefits) at the time of separation or divorce, a court, notwithstanding this waiver, may require the other party to provide support to the extent necessary to avoid

public assistance eligibility. In the event of divorce or legal separation this contractual waiver of alimony shall not be merged into the decree, but shall survive as an independent contractual waiver of the right to receive alimony or support.

VI. GENERAL PROVISIONS.

A. Relinquishment of Claims in Estates.

Except as specifically set forth in paragraphs IV.S. and IV.T. of this Agreement, each of the parties waives any and all right to the estate of the other after his or her death, and forever quitclaims any and all right to share in the estate of the other by the laws of succession or otherwise, and said parties release, unto each other, all right to be personal representative, administrator or administratrix of the estate of the other and further release and waive all right to inherit under any Will, insurance policy or other estate planning device which predates the date of this Agreement. Each of the parties waives any and all right to the estate or any interest in the estate of the other for family allowances or by way or inheritance or either, and they will have all the rights of single persons and maintain the same relationship of such toward each other.

B. Attorneys' Fees and Costs.

ANDREW and ELOISA shall each pay their own respective attorney's fees and costs incurred in connection with the negotiation and preparation of this Agreement and, if such a proceeding is filed, in connection with obtaining a decree of separate maintenance, legal separation or divorce. In the event of litigation arising out of the terms, conditions or performance of this Agreement, the prevailing party shall be entitled to recover his or her costs of suit, including reasonable attorneys' fees.

C. Execution of Other Documents.

ANDREW and ELOISA shall each, concurrently herewith, or at any time hereafter on the demand of the other, execute any other documents or instruments and do or cause to be done any other acts and things as may be necessary or convenient to carry out the intents and purposes of this Agreement.

D. Non-taxable Transfers Between Spouses

The transfers necessary to accomplish the division of assets set forth in paragraphs IV.A. and IV.C. above, shall be treated as non-taxable transfers between spouses.

E. Successors and Assigns.

This Agreement, except as otherwise expressly provided herein, shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties.

F. Survival of Obligations.

Except as otherwise provided herein, the obligations of each party hereunder shall survive his or her death and shall constitute a charge on his or her estate.

G. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada.

H. Partial Invalidity.

In the event any provision of this Agreement is declared invalid, then the remaining portions of this Agreement shall remain in full force and effect.

I. Incorporation in Decree of Divorce.

The parties agree that if either party elects to seek a decree of separate maintenance, legal separation or divorce, this Agreement shall, at the request of the either party, be submitted to the Court for approval and, if approved, may be incorporated in any judgment or decree of separate maintenance, legal separation or divorce rendered by the court having jurisdiction of any such proceedings between the parties. The parties will use their best efforts to submit this matter to the court in a manner that permits this Agreement, itself, to remain confidential, under seal and not a public record subject to inspection by the general public. Without waiving or limiting the foregoing, notwithstanding any submission or approval by the court and the incorporation in any legal order or decree, this Agreement shall not be merged into such order or decree but shall survive as an independent contractual obligation.

J. Taxes.

The parties shall file a joint federal income tax return for the year 2003. Both parties will cooperate with one another to assemble and provide information and to execute all documents reasonable and necessary to file the joint return on a timely basis. ANDREW shall pay any taxes due for 2003 and shall be entitled to any refund for 2003. For 2004 and years thereafter, so long as they remain married, the parties may file joint or separate returns, whichever results in the lowest combined tax obligation and each shall pay that portion of the total tax that their respective separate income bears to the total income, but in no event shall either party be required to file a joint return if the resulting tax obligation would be greater than if that party filed separately. The filing of a joint return shall not suggest or be construed as evidence that the parties have commingled

their separate wealth or abandoned or modified the terms of this Agreement. On any separate return ANDREW shall be entitled to claim as a deduction the charitable donations that he makes to Harvard, including donations made prior to the execution of this Agreement. In addition, to the extent that the parties have any capital loss or charitable deduction carry forwards from 2003 or prior years, ANDREW shall be entitled to take advantage of those carry forward credits in future years. Both parties will pay, indemnify and save and hold the other harmless from the tax obligations assumed under the terms of this section.

K. Agreement Executed Without Coercion.

Each party hereto acknowledges that each of them is making this Agreement of his or her own free will and volition, and acknowledges that no coercion, force, pressure, or undue influence has been used against either party in the making of this Agreement, either by the other party to this Agreement or by any other person or persons.

L. Waivers.

The waiver by ANDREW and ELOISA of a breach of any provision of this Agreement shall not be deemed a confirming waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

M. Entire Agreement

This Agreement represents the entire agreement between the parties. ANDREW and ELOISA expressly represent and warrant that no statements, promises, guaranties or representations were made or relied upon as an inducement to enter into this

Agreement by the either party or their respective counsel other than as specifically set forth herein.

N. Representation by Counsel.

1) Each party hereto has had the opportunity to consult with and be represented by independent counsel, who was selected by each party respectively to represent him or her in the negotiation and preparation of this Agreement. Each party acknowledges and stipulates that he or she is completely aware of the contents of this Agreement and of its legal effects. Husband and Wife acknowledge and stipulate that this Agreement is the result of direct negotiations between Husband and Wife and that it does not necessarily comport with the respective attorneys' advice as to the nature and extent of their rights and obligations under the laws of the State of Nevada or other jurisdiction in which the parties resided during the marriage.

2) Husband has selected and been represented by Shawn B Meador in connection herewith and Wife has selected and been represented by Sandra A. Unsworth. The parties' stipulate and agree that this Agreement is the work product of both counsel and that in the event of any dispute, it will be given a fair and reasonable interpretation and will not be construed strictly in favor of or against either party.

3) The parties acknowledge that neither Husband's attorney nor Wife's attorney have made any representations regarding the tax obligations or consequences of this Agreement. Both parties have been specifically advised to seek independent advice concerning the tax effects of this Agreement.

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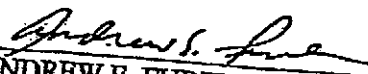
IN WITNESS WHEREOF, the parties have executed this Agreement on the date
and year first above written.

"WIFE"



ELOISA B. FURER

"HUSBAND"



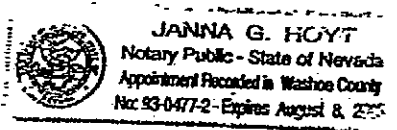
ANDREW E. FURER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On the 5th day of MAY, 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.

Janna G. Hoyt
NOTARY PUBLIC



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On the 5th day of May, 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.

Janna G. Hoyt
NOTARY PUBLIC

