

MEMO REGARDING EXECUTION OF POSTNUPTIAL AGREEMENT

On May 5, 2004, Andrew E. Furer, and his counsel, Shawn B Meador, and Eloisa B. Furer, and her counsel, Sandra A. Unsworth, met at the offices of Woodburn and Wedge to review and execute the parties' Postnuptial Agreement. Both parties and counsel read the Agreement. Several small changes were made in the Agreement at the request of both parties. Following such changes, both parties signed the Agreement before a notary public.

Following execution of the Agreement, Mr. Furer noted that if the \$3,000,000 is transferred to Eloisa pursuant to section IV.C.1 of the Agreement before the parties' contemplated estate planning is completed, it would create a probate issue and potential estate tax issue. Therefore, the parties agreed to transfer the funds into a joint tenancy account in both names at CSFB. Both agreed that doing so was solely to avoid the risk of probate and estate taxes and not to change, alter or modify the terms of the parties' Agreement.

As a result, the parties' counsel jointly drafted an "Agreement Regarding Transfer of Funds" which clarifies that the transfer of the funds to the joint tenancy account will not alter the parties' legal rights or obligations under the Postnuptial Agreement. After reading the Agreement Regarding Transfer of Funds and discussing it with their respective counsel, both parties signed the document.

Counsel for Mr. Furer advised Mrs. Furer and her counsel that it was his practice to prepare a memo outlining the meeting and execution of the Agreements for the record.

Dated: May 5, 2004