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September 16, 2004

SENT VIA FACSIMILE

Sandra Unsworth
Attorney at Law
202 California Avenue
Reno, Nevada 89509

Re: Furer

Dear Sandra:

Thank you for your letter of September 15, 2004. Mr. Furer and I remain very hopeful that we can reach an agreement on all issues, so that the divorce action can be resolved and the parties can have the opportunity to start moving forward with their lives. The on-going litigation is doing little more than causing both parties' tremendous pain and costing both of them thousands of dollars in legal fees. Finding resolution is clearly in both of their best interests. It is also in their son's best interest. Alex is clearly uncomfortable with his parents being in this litigation and unhappy about the strain it has put on his relationship with his parents. To that end, I would like to make a proposal, that while not absolutely final, I believe at least gives us the best opportunity to get to finality.

You will recall that in August Mr. Furer made a proposal that would reinstate (with some minor exceptions) the terms of the Marital Settlement Agreement. It was, however, conditioned upon dismissal or acquittal of the criminal charges, and that if Mr. Furer was not absolved of the charges, Mrs. Furer would simply receive the benefits to which she would be entitled under the Post Nuptial Agreement. It was my understanding that Mrs. Furer was opposed to that proposal because dismissal or acquittal is not within her absolute control and she did not want to lose the benefits under the Marital Settlement Agreement when she could not control the result in the criminal action. We appreciate that concern.

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Mr. Furer is prepared to enter into the following stipulation:

1. Mrs. Furer will be permitted to take the personal property to which she would be entitled under both the Post Nuptial Agreement and Marital Settlement Agreement to Las Vegas. We will reserve the issues relating to Mrs. Furer's entitlement to the personal property under the MSA and value thereof if litigation becomes necessary. It will be necessary to litigate those issues under our proposal only if Mr. Furer is convicted of the pending criminal charges. If the criminal charges are dismissed or he is acquitted, Mrs. Furer would simply retain the personal property in question.

2. As set forth in our proposed Amendment to Marital Settlement Agreement that was sent to your office on or about August 11, 2004, if the criminal charges are dismissed or if Mr. Furer is acquitted, Mrs. Furer would be entitled to receive the benefits under the MSA with the minor exceptions noted in the proposed Amended MSA. However, if he is convicted, we will agree that Mrs. Furer is not bound by the terms of the Post Nuptial Agreement, but that the parties may litigate the issue. In other words, we have eliminated the concern she raised previously that her fate is not within her control. The only caveat is that under the MSA Mrs. Furer contractually agreed to a civil compromise and to cooperate to accomplish that compromise. We must insist that if she reneges and as a result, he is convicted, she would be bound by the Post Nuptial Agreement. However, as noted above, if she cooperates and complies with the terms of the MSA, but he is convicted anyway, both parties will reserve all of the claims they presently have and neither waives any right to pursue those claims. She would be no worse off than she is today and potentially much better off. *they won their case & let it go*

3. With respect to packing and moving the furniture, Mr. Furer has prior commitments that make the September 23, 24 and 25th dates unworkable. We could schedule the packing and moving to take place between September 27th and October 7th. Mr. Furer believes that Mr. Peregrin makes the most sense as he is neutral and is familiar to both parties and the situation. However, if you have another suggestion, we are open-minded. Your letter did not specifically address the post office box, safe deposit box or the safe in the bedroom. I assume that we can work the details of these issues if we come to agreement on the remaining issues.

4. Mrs. Furer's share of the August 13th dividend (under the PNA, MSA and Amendment to MSA) will be reported on Mr. Furer's federal income tax return because he was the holder of record on that date and it was paid using his social security number. Mrs. Furer

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will receive her net share of the dividend and will not be required to report it as income on her return, but instead, it will be treated as a transfer of property incident to divorce.

Please let me know if this proposal is acceptable.

Sincerely yours,


Shawn B Meador

SBM:jgh

cc: A. Furer

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