

LAPATIN LEWIS & KAPLAN P. C.

ATTORNEYS AT LAW

SUITE 1200

989 AVENUE OF THE AMERICAS

NEW YORK, NEW YORK 10018

(212) 244-2929

JOSEPH LAPATIN
NOEL H. KAPLAN
BENJAMIN LEWIS (1993)
DAVID L. KITZES (1983)
ALICIA A. WEISSMEIER

FACSIMILE (212) 967-0954
TELEX 238790 NYK

November 17, 1995

Mr. Emile E. Gouiran
98 Rue du Cherche Midi
75006 Paris, France

Dear Emile:

Enclosed please find:

- a) 3 Original Settlement and Property Division Agreements which await initialling by you on the lower left-hand corner.
- b) 7 Separation Agreements.
- c) Original release to be executed by Attanasi.
- d) Indemnification and hold harmless.
- e) Irrevocable surrender.

In addition, we herewith provide you with a copy of the executed letter of instruction to Mr. Jeanclos (the original letter to Mr. Jeanclos has been sent to him by Federal Express today) and a copy of the original letter addressed to the First Fidelity Bank.

Please return these documents by overnight courier as soon as possible.

Sincerely,

Noel H. Kaplan

NHK:sg
Encs.

VIA FEDERAL EXPRESS

SETTLEMENT AND PROPERTY DIVISION AGREEMENT

AGREEMENT made this 17ⁿ day of NOVEMBER, 1995, by and between DONNA J. GOUIRAN a/k/a DONNA J. RYAN ("Wife"), presently residing at 50 East Entry Road, Staten Island, New York, and EMILE E. GOUIRAN ("Husband"), presently residing in and at the marital domicile at 98 Rue Du Cherche Midi, 75006, Paris, France.

W I T N E S S E T H:

WHEREAS, Husband and Wife are desirous of entering into an agreement in respect to the division of differing assets, alternately argued by each of Husband and Wife as being or not being a marital asset; and

WHEREAS, Husband believes in reliance upon an indenture dated December 2, 1985, that all assets which are held in Wife's name or Wife's maiden name, are held in trust for the benefit of Husband; and

WHEREAS, Wife contests the belief of Husband and believes that all assets held in her name consist of marital assets; and

WHEREAS, the parties are desirous of avoiding litigation, related expenses, the appointment of a receiver for the management of all U.S. property and cash, other fees and costs pertaining to any judicial contest relating to such division of assets and notably in respect to the indenture dated December 2, 1985; and

WHEREAS, the existence and valuation of Personal Property assets (including but not limited to Cash, Bank Deposits, Bank Accounts, Certificates of Deposit, etc.) for these purposes is as they existed on April 26, 1995.

WHEREAS, the existence and valuation of real property



assets is as they exist as of the date hereof.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Husband agrees, subject to the terms and conditions of this agreement, including but not limited to

(A) Wife conclusively and irrevocably transferring, quit claiming, waiving, or otherwise abandoning to Husband or his designate any rights or titles she may have or to which she claims, in any and all non United States assets, as that term "Non-United States assets" is defined at Schedule "C" annexed hereto, excepting therefrom the furnishings and contents located at the marital domicile at 98 Rue du Cherche Midi.

Wife specifically agrees to execute an Irrevocable General Power of Attorney which will be executed simultaneously herewith and which shall be held in escrow by attorney for the Wife and released to counsel for the Husband subject to the provisions of paragraph 3 hereof appointing Husband and/or his designee as the Attorney in Fact for the specific purpose of effectuating the transfer of all Non United States Assets as that term is defined herein;

(B) Conveying by bargain and sale deed with covenant against grantors acts, one parcel of real property situated in the U.S.A. at Staten Island, New York, and more particularly described and set forth at Schedule A, which bargain and sale deed, marked Exhibit "1" shall be executed simultaneously herewith together with the appropriate documents permitting the recordation of same, and Wife agrees in the event there is any mortgage naming her as

mortgagee that she shall execute such documents as are necessary to discharge such mortgage of record;

(C) Conveying by quit claim deed, a purported life interest and any and all interest or lien in or to the premises to which Wife might claim in the parcel situated in the U.S.A. at Staten Island, New York, and more particularly described and set forth at Schedule B, which quitclaim deed, marked Exhibit "2" shall be executed simultaneously herewith together with the appropriate documents permitting the recordation of same, and Wife agrees in the event there is any mortgage naming her as mortgagee that she shall execute such documents as are necessary to discharge such mortgage of record;

(D) A further letter of instruction in form and content annexed to this agreement marked Exhibit "3" signed simultaneously herewith and delivered to Wife's French counsel no later than November 23, 1995 with an original copy Federal Expressed not later than on such date to Husband, consisting of (1) a confirmation of Wife's withdrawal of her criminal complaint against Husband and of (2) her irrevocable renunciation to any civil claims, pending, contemplated or otherwise in regard to the adjourned criminal case presently scheduled to be heard in Paris, France, on December 7, 1995. Wife further covenants and agrees that any omission, commission or undertaking contrary to the representation contained in this paragraph 1(D) will result in Wife's payment of a suitable indemnification, plus all of Husband's legal expenses incurred in connection with such defense, including

but not limited to attorney's fees both in the instant proceeding and upon any appeals.

Wife shall not affirmatively or otherwise use or disclose, in any manner, the existence or result of any such criminal proceeding for any purpose or in any action, such criminal proceedings, and solely for the purposes of this agreement and for no other purposes disavows the contents, allegations and existence in and of said criminal proceedings;

(F) All of the photo albums and family movies taken and collected and belonging to Husband, and currently held in the premises known as 50 East Entry Road, Staten Island, New York. Husband agrees that as to the photographs, Wife may retain the negatives for the purpose of making copies. In the alternative, Husband agrees that upon the request of Wife, Husband will make copies of such photographs as Wife may request. Said copies of photographs are to be provided within a reasonable time and at no cost to Wife.

All of the transfers, conveyances and assignments described above, are intended to occur simultaneously herewith, and Wife shall execute those deeds and bank instructions, if required, in duly recordable form as required by a recording officer located in any of the counties in New York State.

Notwithstanding the foregoing, in the event that at least two-thirds of the aggregate amount set forth at paragraph 2 hereof is not received in cash, or credited to bank accounts in Husband's name or that of his designee, on or before the passage of two weeks

from the effective date of this agreement , then in such event, Wife shall pay to Husband, commencing two weeks from the effective date of this agreement , and until such amount is fully paid, interest to Husband on the sum of \$3,227,000.00 at the rate of 3.5% per annum. Such interest payments to be made in arrears for the monthly period immediately preceding, but the first installment of which, shall be on the 1st of the month immediately following.

2. After having the opportunity to carefully examine the value of assets to be delivered to Husband pursuant to Paragraph 1 hereof, Wife independently and with the assistance of experts, , has agreed with Husband that such assets are to be valued at the aggregate sum of Three Million Two Hundred Twenty Seven Thousand (US\$3,227,000.00) Dollars. Wife specifically represents and asserts that she has good, valid and unencumbered title to all of the assets that will be delivered to Husband and that she has not pledged, hypothecated or otherwise encumbered such assets, except as to mortgagees of record on or prior to April 26, 1995. Provided Wife has duly executed all necessary documents in recordable form to effectuate the transfer, assignment and conveyance of all assets set forth at Paragraph 1 above, and such transfers, notably of cash accounts have been perfected, recorded, properly delivered and received by Husband, Husband agrees to permit Wife to select among the U.S. assets held in her name, such of them as will in the aggregate, total an amount equal to that aggregate value expressed by the parties in the amount of Three Million Two Hundred Twenty Seven Thousand (US\$3,227,000.00) Dollars. In this regard, Husband



shall simultaneously with the execution of this agreement sign and deliver at the signing of this agreement an irrevocable surrender in favor of Wife of any and all of his marital claims and rights regarding such properties which he might have or might claim to have had, in a form set forth at Exhibit "4", which shall be held in escrow by Counsel for the Husband and released therefrom to Counsel for Wife upon

(A) confirmation by Husband that the transfer of all cash non U.S. Assets representing at least two thirds of the aggregate amount set forth in paragraph 2 hereof have been effectuated, or in the event confirmation is not received by Husband within two weeks of the effective date of this agreement, then upon satisfactory proof furnished by the Wife within three weeks of the effective date of this agreement; and

(B) the delivery to Counsel for Husband of the Irrevocable General Power of Attorney in a form set forth on Exhibit "5", which Wife will execute simultaneously with the execution of this Agreement.

3. Husband agrees that he will simultaneously with the execution of this agreement in a form set forth on Exhibit "6" indemnify and hold harmless Wife in respect to any debt or claim asserted against her by Dr. Ralph Attanasi and Mrs. Genevieve (Jane) Attanasi as well as to any claim that may be asserted against Wife by the said individuals or any other private individual parties, specifically excluding governmental, fiscal and every other similar or judicial authority, authorized to or which

might make any claim with respect to the transfer of any non United States asset required to be transferred and which in fact is transferred by Wife to Husband. In addition thereto, Husband will arrange to obtain a release executed by the said Ralph Attanasi and Genevieve (Jane) Attanasi running in and to the favor of Wife, in a form set forth on Exhibit "7".

Both the undertaking and indemnification executed by Husband, the release executed by the said Ralph Attanasi and Genevieve (Jane) Attanasi, shall be held in escrow by counsel for Husband pending confirmation that all of the assets described in paragraph 1 above have been effectively and perfectly transferred to Husband and/or his designate.

4. Wife simultaneously with the execution of this agreement shall execute a document in the form set forth as Exhibit "8" which affirmatively states and irrevocably recognizes that any and all property whether real or personal held in her married or maiden name outside of the United States except as to the personalty set forth in Paragraph 1A hereof and Schedule C hereof, is deemed the sole and exclusive property of the husband or his assignee or designee; and said document shall indicate that Wife further affirmatively and irrevocably waives any claim in interest to any and all property whether real or personal held in her married or maiden name outside of the United States.

All property, real or personal, and notably bank and similar accounts, held in the name of Wife (whether Ryan or Gouiran) outside of the United States, and to such extent, Wife

Handwritten initials "RW" inside a circle.

further agrees that as a condition precedent to any obligation that Husband may be obligated to undertake in respect to Wife, Wife will execute , any and all documents now or to become necessary at any time in the future to effectuate the foregoing. All closing or other costs related to the perfection of the transfers by Wife to Husband shall be shared equally by the parties, excepting therefrom the parties' individual Counsel fees. Wife understands and recognizes that it is intended that Wife transfer and in fact, does transfer such assets whether held directly or indirectly in the name of Wife, whether in the capital stock of any corporations, partnership interests, constructive, real or irrevocable trusts, proprietorships, nominee accounts or the like.

5. Upon confirmation that all transfers have taken place as provided for in paragraph 1, 2 and 3 above, Wife shall, at her option, select so many of those remaining properties located in the United States and held in her name, whether real or personal, as shall have an aggregate value equal to 100% of the balance of such properties or \$750,000.00, whichever is the lesser sum.

6. The ultimate valuation for each and every property selected by Wife shall be determined by agreement of the parties, or in case of a disagreement, within sixty (60) days after such disagreement or as soon thereafter as can be reasonably expected (taking into consideration the availability and time schedules of appraisers or experts), by the averaging of two appraisals made by said licensed appraisers or experts selected and retained by Husband and Wife individually. Whenever real property is

concerned, such appraiser shall hold the designation of MAI and prove his qualification prior to any undertaking. Each party shall bear the cost of his or her appraiser. The averaged valuation arrived at shall be binding upon Husband and Wife for the sole and limited purposes of this agreement.

7. The Parties agree that the December 2, 1985 Agreement of Indenture and any other written or oral agreement made between the parties in respect to the division of marital assets, are hereby rescinded and made null and void and are superseded by this settlement and property agreement.

8. After Wife has exercised her right to retain assets located in the United States pursuant to paragraphs 2 and 5 hereof, should there be any assets remaining in Wife's name within the United States, such assets shall be jointly valued by Husband and Wife pursuant to the terms of Paragraph 6 hereof and in the event of a disagreement governed by Paragraph 6 hereof. After a final valuation those assets shall be divided equally between Husband and Wife.

9. To the extent that Wife selects any cash and or the KEOGH account at Janney Montgomery Scott, as part of Wife's distribution(s) under this agreement, Wife will immediately deliver to Husband all financial institution statements, including those concerning the KEOGH, issued from March 1995 through and including the date of election to receive such funds in accord with the distribution schemes described at paragraphs 2 and 5 hereof, which statements relate to any and all present and past accounts held in

Wife's name, in the name of any nominee or in any street or other so-called "strawman", whether said financial institutions are located in New York, New Jersey and/or Connecticut, or any other state. Wife will also provide all documents pertaining to, and an accounting as to any and all funds received in insurance proceeds for the casualty loss suffered by the property located at 392 Forest Avenue, Staten Island, New York.

10. Wife has had the opportunity to review this document at length and has consulted at length with her attorney, Michael Gold, Esq., regarding all of the circumstances hereof and acknowledges that this agreement has not been as a result of any fraud, duress or undue influence exercised upon her by Husband or any other person or persons. Wife further acknowledges that this agreement has been achieved after full disclosure and with legal representation.

11. Husband has had the opportunity to review this document at length and has consulted at length with his attorney, Noel H. Kaplan, Esq., regarding all of the circumstances hereof and acknowledges that this agreement has not been as a result of any fraud, duress or undue influence exercised upon him by Wife or any other person or persons. Husband further acknowledges that this agreement has been achieved after full disclosure and with legal representation.

12. Each party shall, upon the request of the other, take any and all necessary steps, and execute, acknowledge and deliver to the other party, any and all further instruments

necessary or expedient to effectuate the purposes of this agreement without cost therefore.

In the event of the refusal by either party, or the allowance of a delay greater than 30 days from the date of such request by either party to comply with the provisions and obligations of this paragraph, then, in such event, the aggrieved party, may, without the necessity of any further notice, engage counsel and further professional assistance as he or she may deem necessary to pursue such avenue of enforcement as may be required to enforce the terms hereof. The defaulting party shall be liable for all damages suffered by the aggrieved party, including, but not limited to attorney's fees, both in prior instances and on appeals.

Notwithstanding the foregoing, Wife understands and specifically agrees that she has an affirmative obligation to execute any and all documents provided by Husband that are legally necessary to effectuate the transfer of all non United States Assets to Husband and/or his designee. In the event Wife fails to properly execute such required documents within forty five (45) days of receipt of said documents, Wife shall be obligated to pay Husband a per diem charge of Five Hundred (\$500.00) Dollars per day for each day after the said forty five (45) day period, until such time as the documents are received by Husband in duly recordable form.

13. This agreement contains the entire understanding of the parties. No representation, warranties, promises or covenants have been made or undertaken by either party to the other except as

expressly set forth in this agreement, and this agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

14. No amendment, modification or waiver of any of the terms or provisions of this agreement shall be effective unless it shall be in writing and shall be executed with the same formality as this agreement, and no waiver of any breach or default shall be deemed to be a waiver of any subsequent breach or default.

15. This agreement shall inure to the benefit of and shall be binding upon the heirs, executors and administrators of the parties, and each of them whether so expressed or not.

16. This agreement shall be governed exclusively by the laws of the State of New York and to the extent that this agreement is enforced in the United States it shall be enforced solely in the Supreme Court of the State of New York, County of New York or the United States District Court, Southern District of New York.

17. In the event that either of the parties shall commence any action or proceeding whatsoever to vacate, annul, rescind or set aside this agreement or set aside any terms or provisions of this agreement, then in such event, the party by whom said action or proceeding shall have been commenced shall indemnify and hold harmless the other party for any and all damages, expenses, costs and charges incurred as a result of the bringing of such action or proceeding, such indemnity to include reasonable and necessary attorneys fees, costs, and disbursements incurred in the defense of any such action or proceeding. Included in this

indemnity is any sum or money, award, share and/or distribution that may ultimately be awarded by any Court of competent jurisdiction. Further, reasonable and necessary counsel fees, costs and disbursement shall be due and payable to prosecute the within indemnity.

✓ The parties intend that this paragraph shall not be applicable to any action or proceeding brought to enforce the terms of this agreement.

✓ 18. Each of the parties desires that this document, its contents and performance remain completely confidential. Two (2) originals will be signed. One for each of the parties. A third original will be signed to be held in escrow by Noel H. Kaplan, Esq., until confirmation that Husband has received his original by Federal Express. Upon such confirmation, Noel H. Kaplan, Esq. shall destroy the third original.

✓ Husband and Wife agree that disclosure of all or any portion of this agreement, or of the components relating to its performance can be prejudicial, particularly in respect to certain transfers made by Wife to Husband.

✓ In furtherance of this paragraph 18, Wife certifies that Wife will return to Husband the Casio agenda she removed from the marital residence, and issue a certificate to the effect that she has destroyed and has no copies, nor has provided anyone with a copy of any document, name, address, account number or any other information relating to any of the non-U.S. assets in the form set forth on Exhibit "9".

19. The parties to this Agreement recognize that each has filed separate tax returns. Each party represents to the other that the tax returns as filed by such party are true, complete and accurate. To the extent that either party's tax return for 1995 and any year prior hereto results in an audit and/or assessment or the imposition of a liability of any sort whatsoever, such party agrees to pay any tax or liability imposed thereunder and such party who is obligated to pay any tax or imposition, does hereby agree to indemnify and hold the other harmless should any government agency, commission, department or the like, seek to hold such other party liable for the tax or imposition assessed, levied, or asserted against such other party who is the recipient of the asset(s) of such transferring party who was primarily liable for such tax or imposition.

20. In addition to any other financial obligations imposed on Husband pursuant to this Agreement, Husband agrees to pay to Emile David Gouiran IV, the sum of Fourteen Thousand Nine Hundred (\$14,900.00) Dollars immediately after First Fidelity Bank of New Jersey has made available to Husband all funds maintained by Husband at said bank presently unavailable by virtue of Wife's conduct and provided further, that Wife returns original check # 1243 drawn on said bank.

Wife agrees that she will sign a letter in form set forth on Exhibit "10" affirmatively stating that she has no claim against the funds held in the account maintained at First Fidelity Bank of New Jersey, and further agrees to execute any additional documents

and perform such acts as may be required to induce the said bank to release the funds held in said account to Husband or his designee.

21. The Husband shall have the right to dispose of his property by Last Will and Testament with the same force and effect as if the Wife had died during his lifetime, provided that Husband by Last Will and Testament, Trust or Testamentary substitute bequeaths the principal value of the assets received herein, or if Husband has less than such principal value of assets at the time of his death, his entire estate, to Husband and Wife's three children, namely, Emile David Gouiran IV, Alan Thomas Gouiran and Steven Huppert Gouiran, *per stirpes*, in such shares or proportions as Husband may deem appropriate. The Husband covenants that he will permit any Will of the Wife to be probated, provided she complies with paragraph 22 hereof, and if she shall die intestate, will allow administration of her personal estate and effects to be taken out by the person or persons who would have been entitled thereto had he died during her lifetime, provided Wife by this agreement recognizes a contractual obligation to bequeath such assets received by her pursuant to this agreement to her husband's children named herein, *per stirpes*.

22. The Wife shall have the right to dispose of her property by Last Will and Testament with the same force and effect as if the Husband had died during her lifetime, provided that Wife by Last Will and Testament, Trust or Testamentary substitute bequeaths the principal value of the assets received herein or if Wife has less than such principal value of assets at the time of



her death, her entire estate, to Husband and Wife's three children, namely, Emile David Gouiran IV, Alan Thomas Gouiran and Steven Huppert Gouiran, *per stirpes* in such shares or proportions as Wife may deem appropriate. The Wife covenants that she will permit any Will of the Husband to be probated provided he complies with paragraph 21 hereof, and if he shall die intestate, will allow administration of his personal estate and effects to be taken out by the person or persons who would have been entitled thereto had she died during his lifetime, provided Husband by this agreement recognizes a contractual obligation to bequeath such assets received by him pursuant to this agreement to his children named herein, *per stirpes*.

23. Provided Husband or Wife comply with paragraphs 21 and 22 hereof, as the case may be, such complying party does hereby waive and release any statutory right or interest he or she may have by force of law, or otherwise, as a surviving spouse in the property, real or personal, of which the other party shall die seized or possessed, or to which either of them or their estates may in any way be entitled and each party further waives the right that he or she may now or may hereafter have pursuant to the provisions of Section 5-1.1 of the Estates, Powers and Trust Law of the State of New York, or any comparable provisions of the laws of any other state which may have jurisdiction over the estate or either party hereto on his or her death, as such sections now exist or may hereafter be amended, to elect to take in contravention of the terms of any Last Will and Testament of the other party,

including any Last Will and Testament now executed or which may hereafter be executed.

24. As defined herein, the effective date of this agreement shall be the date that this agreement is executed by Husband and Wife, together with the execution of the following documents (which documents shall be held in escrow pursuant to the terms of this agreement):

By Wife:

- a) Bargain and sale deed, as set forth on Exhibit 1.
- b) Quitclaim deed, as set forth on Exhibit 2.
- c) Irrevocable general power-of-attorney, as set forth on Exhibit 5.
- d) Irrevocable affirmation by Wife, as set forth on Exhibit 8.
- e) Certificate, as set forth on Exhibit 9.

By Husband:

- a) Irrevocable surrender, as set forth on Exhibit 4.
- b) Indemnification and hold harmless, as set forth on Exhibit 6.
- c) Release executed by the Attanasi(s), as set forth on Exhibit 7.

25. The following documents are to be executed simultaneously herewith and delivered to counsel for Husband:

- a) Letter of instruction, as set forth on Exhibit 3.
- b) Letter to First Fidelity Bank, as set forth on Exhibit 10.

26. Husband agrees, to the extent that he is in possession thereof, that he will return to Wife all passports issued to Wife and further agrees to return to Wife any national identification card issued by the French Government as well as any real estate files pertaining to real property located in the United States.

27. This agreement shall be executed in triplicate originals and the distribution of such originals shall be governed pursuant to paragraph 18 hereof.

Donna J. Gouiran
DONNA J. GOUIRAN a/k/a DONNA
J. RYAN

EMILE E. GOUIRAN

STATE OF NEW YORK)
) SS.:
COUNTY OF *New York*)

On the *17* day of *November*, 1995, before me personally came DONNA J. GOUIRAN a/k/a DONNA J. RYAN to be known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Michael H. Gold

MICHAEL H. GOLD
Notary Public, State of New York
No. 31-4944114
Qualified in New York County
Commission Expires November 14, 1996

26. Husband agrees, to the extent that he is in possession thereof, that he will return to Wife all passports issued to Wife and further agrees to return to Wife any national identification card issued by the French Government as well as any real estate files pertaining to real property located in the United States.

27. This agreement shall be executed in triplicate originals and the distribution of such originals shall be governed pursuant to paragraph 18 hereof.

DONNA J. GOUIRAN a/k/a DONNA
J. RYAN



EMILE E. GOUIRAN

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of , 1995, before me personally came DONNA J. GOUIRAN a/k/a DONNA J. RYAN to be known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

SCHEDULE "A"

392 Forest Avenue, Staten Island, New York, defined and described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the First Ward (formerly Town of Castelton), of the Borough of Richmond, City and State of New York, known and designated on a certain map to Cornelius A. Hart, sub-divided from a former map by George M. Root, Surveyor, 1881." Said map was filed in the office of the Clerk of the County of Richmond, January 24, 1881, as Map #378 and said lots are known as and by the lot numbers eighteen (18) and nineteen (19); which said lots according to said map being taken together are bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly line of Forest Avenue and the easterly line of Sharon Avenue; running thence southerly along the easterly line of Sharon Avenue one hundred (100) feet to the northerly line of lot number twenty (20), as laid down on said map; thence easterly along the westerly line of lot number seventeen (17); thence northerly along the westerly line of said lot number seventeen (17), one hundred (100) feet, to the southerly line of said Forest Avenue; thence westerly along the said southerly line of Forest Avenue, fifty (50) feet to the point or place of beginning.

Such property commonly known as 392 Forest Avenue, Staten Island, New York.

DB
UP

SCHEDULE "B"

386 Forest Avenue, Staten Island, New York, and more particularly described as follows:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Richmond, City and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of Forest Avenue distant 50 feet easterly from the point of intersection of said southerly line of Forest Avenue with the easterly line of Sharon Avenue; running thence South 9 degrees 5 minutes 30 seconds East 100 feet. (100.17 U.S. Standard); thence North 81 degrees 37 minutes 12 seconds East 50 feet; thence North 8 degrees 5 minutes 30 seconds West 100 feet (100.25 U.S. Standard); thence South 81 degrees 31 minutes 15 seconds West 50 feet to the point or place of beginning.

Such property commonly known as 386 Forest Avenue, Staten Island, New York.



SCHEDULE C

Non-United States assets are defined herein as assets located outside the United States, to be inclusive of but not limited to real property, inclusive of fixtures, in which the Wife has any legal equitable or future interest, including all property owned by Wife as a co-tenant or owned in her capacity under the equivalent of United States community property or in which the Wife has a life estate or in which the Wife holds such property as a nominee, trustee, fiduciary or any other life capacity and further includes any property in which the Wife holds rights and powers exercisable for Wife's own benefit or for the benefit of others.

In addition, non-United States assets include but are not limited to personal property of the Wife of whatever kind, including but not limited to cash, whether the same is in American currency or foreign currency, checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan and homestead associations or credit unions, brokerage houses or cooperatives; security deposits with public utilities, including telephone company, landlord and others; personalty of any kind located in safe deposit boxes located outside of the United States; household goods and furnishings, including but not limited to audio, video and computer equipment; books, pictures and other art objects, stamps, coins, records, tapes, compact disks, glass and other collections or collectives; tools; wearing apparel; furs and jewelry; fire arms and sports, photographic and other hobby equipment; interest in insurance policies; annuities; interest in IRA, ERISA, KEOGH or other pension or profit sharing plans; stock and interests in incorporated and unincorporated businesses; interests in partnerships or joint ventures; Government and corporate bonds or other negotiable or non-negotiable instruments; accounts receivable; other liquidated debts and tax refunds due to Wife; equitable or future interest life estate and rights and powers exercisable for the benefit of the Wife other than those already included by Wife in respect to real property; contingent and non-contingent interest in an estate of a decedent, a death benefit plan, life insurance policy or trust; patents, copyrights or other intellectual property; licenses, franchises and other general intangibles; automobiles, trucks, trailers and other vehicles and accessories; aircraft and accessories; office equipment, furnishings and supplies; inventory; animals; crops, whether grown or harvested; other contingent or unliquidated claim of every nature, including tax refunds, counterclaims of the Wife and rights to set-off claims; farming equipment and implements; farm supplies, chemicals and feed; personal property, including but not limited to fixtures not identified as real property; other personal property of any kind not already listed.

The foregoing items of personal property are not intended to be exhausted. However, Wife recognizes that amongst those items set forth in personal property include those assets in which the

PN
W

Wife holds a nominal interest or holds such personal property as a result of an interest, fiduciary relationship or similar custodial interest, whether the same is direct or indirect.

Specifically excluded from the definition of Non-United States Assets are the furnishings and contents located at the marital domicile at 98 Rue du Cherche Midi.

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LAPATIN LEWIS & KAPLAN P. C.
ATTORNEYS AT LAW
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JOSEPH LAPATIN
NOEL H. KAPLAN
BENJAMIN LEWIS (1993)
DAVID L. KITZES (1983)
ALICIA A. WEISSMEIER

December 5, 1995

Mr. Emile E. Gouiran
98 Rue du Cherche Midi
75006 Paris France

Dear Emile:

Enclosed you will find the following:

1. A fully executed copy of Exhibit No. 8 (Irrevocable Surrender of Donna J. Gouiran);
2. A fully executed copy of Exhibit No. 9 (Certification of Donna J. Gouiran);
3. The original fully executed Exhibit No. 5 (the general power of attorney of Donna J. Gouiran);
4. Four original copies of the Separation Agreement entered into on the 17th day of November;
5. One fully executed original copy of the Settlement and Property Division Agreement entered into on the 17th day of November.

Please be advised we are taking the necessary steps to record those documents annexed to the Settlement and Property Division Agreement labeled as Exhibit 1 and Exhibit 2. Once we have received confirmation of the same, I will forward that information to you.

Sincerely,


Alicia A. Weissmeier

AAW:mm
Enclosures

SEPARATION AGREEMENT

AGREEMENT made this ²⁷ day of November, 1995, by and between DONNA J.

GOUIRAN a/k/a DONNA J. RYAN ("Wife"), presently residing at 50 East Entry Road, Staten Island, New York and EMILE E. GOUIRAN ("Husband"), presently residing in and at the marital domicile situated at 98, rue du Cherche Midi 75006 Paris, France.

WITNESSETH

WHEREAS, Husband and Wife are desirous of setting a date certain and the status of their position pertaining to Wife's departure from the marital residence and their continued separation since that date;

NOW, THEREFORE, the parties hereto agree as follows:

1. Wife left the marital home in Paris, France, without prior advise to Husband, on April 26, 1995, and, thereafter, communicated from the United States that Wife had permanently relocated to the United States.
2. Wife has since indicated that Wife has no intention of returning to the marital home, nor does Wife have any intention of resuming marital relations or cohabitation with Husband, thus soliciting the present separation agreement.
3. Husband and Wife agree and irrevocably represent and certify that they have amicably divided between themselves, whatever existed of the limited personal and/or other property consisting of the marital assets, whenever and wherever situated.

DS
W

4. This Agreement shall be governed exclusively by the laws of the State of New York.

DONNA J. GOUIRAN
a/k/a DONNA J. RYAN



EMILE E. GOUIRAN

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of , 1995, before me personally came DONNA J. GOUIRAN a/k/a DONNA J. RYAN to be known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

4. This Agreement shall be governed exclusively by the laws of the State of New York.

Donna J. Gouran
DONNA J. GOURAN
a/k/a DONNA J. RYAN

EMILE E. GOURAN

STATE OF NEW YORK)
COUNTY OF New York) ss.:

On the 7 day of November, 1995, before me personally came DONNA J. GOURAN a/k/a DONNA J. RYAN to be known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Michael H. Gold

MICHAEL H. GOLD
Notary Public, State of New York
No. 31-4944114
Qualified in New York County
Commission Expires November 14, 1996

POWER OF ATTORNEY

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THE POWERS THAT YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN NEW YORK GENERAL OBLIGATIONS LAW, ARTICLE 5, TITLE 15, SECTIONS 5-1502A THROUGH 5-1503, WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

KNOW EVERYONE BY THESE PRESENTS, which are intended to constitute a General Power of Attorney pursuant to Title 15 of Article 5 of the New York General Obligations Law,

THAT I, DONNA J. GOUIRAN a/k/a DONNA J. RYAN, having an address at 50 East Entry Road, Staten Island, New York, hereby make, constitute and appoint EMILE E. GOUIRAN, having an address at 98, Rue Du Cherche Midi, 75006, Paris, France, my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law, to the extent that I am permitted by law to act through an agent:

[Initial in the opposite box any one or more of the subdivisions as to which the principal WANTS to give the agent authority. NOTICE: The principal must write his or her initials in the corresponding blank space of a box below with respect to each subdivision (A) through (N) below for which the principal wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for the matters that are included in that subdivision.]

- | | |
|---|---------|
| (A) real estate transactions; | [D J] |
| (B) chattel and goods transactions; | [] |
| (C) bond, share and commodity transactions; | [] |
| (D) banking transactions; | [D J] |
| (E) business operating transactions; | [] |
| (F) insurance transactions; | [] |
| (G) estate transactions; | [] |
| (H) claims and litigation; | [] |
| (I) personal relationships and affairs; | [] |

- (J) benefits from military service; []
- (K) records, reports and statements; []
- (L) full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select; []
- (M) all other matters. []
- (N) If the blank space in the box to the right is initialed by the principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the principal. []

THE RIGHTS HEREIN ARE LIMITED EXCLUSIVELY TO THE TRANSFER OF ASSETS LOCATED OUTSIDE THE UNITED STATES OF AMERICA CONSISTING OF BANK ACCOUNTS, WHETHER THE SAME CONSISTS OF CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS, BANK DEPOSITS, CERTIFICATES OF DEPOSITS, MONEY MARKET ACCOUNTS, IRAS, KEOGHs, SHARES IN BANKS, SAVINGS AND LOAN, THRIFT, BUILDING AND LOAN AND HOMESTEAD ASSOCIATIONS OR CREDIT UNIONS, BROKERAGE HOUSES OR COOPERATIVES, AND REAL ESTATE OF ANY NATURE WHATSOEVER WHETHER THE SAME IS HELD IN THE NAME OF DONNA J. GOUIRAN, DONNA J. RYAN, HER NOMINEE, AGENT, OR OTHER.

Pursuant to this power of attorney, the principal, Donna J. Gouiran, hereby confers upon the the attorney-in-fact, Emile E. Gouiran, to transfer or convey any assets governed by this power of attorney to Emile E. Gouiran, or his designee, appointee, nominee, assignee or the like.

I will not question the sufficiency of any instrument executed by my attorney-in-fact pursuant to this power of attorney notwithstanding that the instrument fails to recite the consideration therefor or recites merely a nominal consideration. Any person dealing with the subject matter of such instrument may do so as if full consideration therefor had been expressed therein.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any


such third party from and against any and all claims that may arise against such third party by reason of reliance upon this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this day of November, 1995.


DONNA J. GOUIRAN a/k/a DONNA J. RYAN

STATE OF NEW YORK)
COUNTY OF *New York*) SS.:

On the *17* day of November, 1995, before me personally came DONNA J. GOUIRAN a/k/a DONNA J. RYAN, to me known to be the individual described in and who executed the foregoing power of attorney, and acknowledged that she executed said power of attorney.


Notary Public
My commission expires on

MICHAEL H. GOLD
Notary Public, State of New York
No. 31-4944114
Qualified in New York County
Commission Expires November 14, 1996

