

Law Offices
of
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*Fax Not for Service of Legal Process

August 3, 2009

Robin Liebowitz
109 Montague Street, #3R
Brooklyn, New York 11201-3426

RE: Guardianship of Anita Liebowitz

Dear Ms. Liebowitz;

On July 31, 2009 I appeared in New York State Supreme Court located in and for the County of Nassau before Justice Joel K. Asarch. In addition to the Court, Ira K. Miller, Court Evaluator and Ellen Flowers, Esq., attorney for Respondents Janice Liebowitz and RoseMerrie Liebowitz, were present. The possible terms of a settlement were discussed, subject to approval of the respective parties. The terms are as follows:

1. Each year Mother will make a \$13,000.00 gift to each daughter;
2. Each year Mother will make a \$6,000.00 gift to each grandchild;
3. Each year Rose Merrie and Robin will receive an additional gift of \$18,000.00 equal to the gift made to the three grandchildren. Any gift taxes to be paid by Mother's estate.
4. Mother will continue to pay for grandchildren's college education. Any payments for graduate school shall be determined at a future date dependent upon the cost of the program and the financial resources of Anita Liebowitz at that time;
5. A geriatric care manager will be appointed with the following responsibilities;
 - a. serve as an intermediary between the family members;
 - b. determine visitation;
 - c. ensure proper level of care is received;
6. Legal fees to be determined by the Court upon submission of Affidavits of Services rendered;
7. Merrie shall serve as the sole attorney in fact on the Charles Schwab and Chase accounts and will continue to help in the payment of Anita Liebowitz's daily expenses. Merrie Liebowitz shall file annual accountings;
8. The petition filed for the appointment of guardians for Anita Liebowitz shall be adjourned for nine (9) months. At the end of said period an accounting shall be given by the attorney in fact and provided all parties have acted in accordance with the

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to Robin Liebowitz

Page 2

terms of the Stipulation the agreement shall be placed on the record and the petition as well as the cross-petition shall be withdrawn without prejudice to renew.

Should you not agree to settle this matter a hearing will be scheduled. We can not guarantee the outcome of a hearing. Under a worst case scenario the hearing could result in the following consequences:

1. The Court could find against you and not require the appointment of a guardian;
2. The Court could find for your sisters and appointment them as guardian for your mother;
3. The Court could find that the action was frivolous and require you to bear the costs including the legal fees of the Court Evaluator and your sister's attorney;

While these represent a worst case scenario failure to settle this matter will necessarily result in additional legal fees for our representation of you and the determination of the Court can not be guaranteed.

If you agree to the terms of the settlement please sign the consent on page 2 of this letter.

Sincerely:

Busell & Stier PLLC


Sandra N. Busell

I, ROBIN LIEBOWITZ, having been fully informed of the terms of the settlement agreement to resolve the Guardianship proceeding involving my mother, ANITA LIEBOWITZ, and the possible outcomes should I choose to not agree to settle this within matter, hereby consent to the terms of the proposed settlement agreement as presented in page 1 of this letter.

Dated: August , 2009

Robin Liebowitz

SNB//af