

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Probate Proceeding, Will of

BROOKE RUSSELL ASTOR
a/k/a BROOKE ASTOR,
a/k/a BROOKE R. ASTOR,
Deceased

and for the Issuance of Letters of
Administration With the Will Annexed
by J.P. Morgan Chase Bank, N.A.
and Annette de la Renta.

2007-2127

File No.: 2127/2007

SETTLEMENT
STIPULATION

Probate Proceeding, Will of

BROOKE RUSSELL ASTOR
a/k/a BROOKE ASTOR,
a/k/a BROOKE R. ASTOR,
Deceased

and for the Issuance of Letters of
Administration With the Will Annexed
by Anthony D. Marshall.

2007-2127

File No.: 2127/2007

SETTLEMENT
STIPULATION

Probate Proceeding, Will of

BROOKE RUSSELL ASTOR
a/k/a BROOKE ASTOR,
a/k/a BROOKE R. ASTOR,
Deceased

and for the Issuance of Letters of
Administration With the Will Annexed
by Philip C. Marshall.

2007-2127

File No.: 2127/2007

SETTLEMENT
STIPULATION

Proceeding By The Metropolitan Museum Of
Art in the Matter of the Estate of

BROOKE RUSSELL ASTOR,
a/k/a BROOKE ASTOR,
a/k/a BROOKE R. ASTOR,
Deceased,

To Impose A Constructive Trust Upon The
Proceeds Realized From The Sale Of The
Painting Known As "Flags, Fifth Avenue,
1917" By Childe Hassam, And For Other
Relief.

File No.: '2007 - 2127/A

SETTLEMENT
STIPULATION

IT IS HEREBY STIPULATED AND AGREED as follows by and among:

JPMorgan Chase Bank, N.A., with offices at 270 Park Avenue, New York, New York
10154, Co-Temporary Administrator of the Estate of Brooke Russell Astor;

Howard A. Levine, residing at 2701 Rosendale Road, Niskayuna, New York 12309, Co-
Temporary Administrator of the Estate of Brooke Russell Astor;

Anthony D. Marshall, residing at 151 East 79th Street, Apt. 2A, New York, New York
10021;

Charlene Marshall, residing at 151 East 79th Street, Apt. 2A, New York, New York
10021;

Philip C. Marshall, residing at 433 Elm Street, South Dartmouth, Massachusetts 02748;

Hilary Brooke Marshall, who was a minor at the time of the commencement of the
probate proceedings, but who has now attained the age of eighteen (18) years, and who resides at
17 Field Court, Bronxville, New York 10708;

Sophie Marshall, who was a minor at the time of the commencement of the probate proceedings, but who has now attained the age of eighteen (18) years, and who resides at 433 Elm Street, South Dartmouth, Massachusetts 02478;

Winslow Marshall, who was a minor at the time of the commencement of the probate proceedings, but who has now attained the age of eighteen (18) years, and who resides at 433 Elm Street, South Dartmouth, Massachusetts 02478;

Annette de la Renta, residing at 660 Park Avenue, New York, New York 10021;

The Animal Medical Center, with offices at 510 East 62nd Street, New York, New York 10021;

The Metropolitan Museum of Art, with offices at 1000 Fifth Avenue, New York, New York 10028;

The Carnegie Hall Corporation, with offices at 881 Seventh Avenue, New York, New York 10019;

Historic Hudson Valley, with offices at 639 Bedford Road, Pocantico Hills, New York 10591;

New York University, with offices at 70 Washington Square South, New York, New York 10012;

The New York Public Library, Astor, Lenox and Tilden Foundations, with offices at 476 Fifth Avenue, New York, New York 10018;

The Pierpont Morgan Library, with offices at 225 Madison Avenue, New York, New York 10016;

The Rockefeller University, with offices at 1230 York Avenue, New York, New York 10065;

The Trinity Episcopal Church, with offices at 7 South Highland Avenue, Ossining, New York 10562;

The United Nations, with offices at Office of Legal Affairs, General Legal Division, United Nations Headquarters, Room No. M-13019, New York, New York 10017;

The Wildlife Conservation Society, f/k/a The New York Zoological Society, with offices at 2300 Southern Boulevard, Bronx, New York 10460; and

Hon. Eric T. Schneiderman, Attorney General of the State of New York, with offices at 120 Broadway, New York, New York 10271.

The above are referred to collectively as the “parties.”

WHEREAS:

A. Brooke Russell Astor, a/k/a Brooke Astor, a/k/a Brooke R. Astor (“Brooke Russell Astor,” “Mrs. Astor” or the “Decedent”) died on August 13, 2007, at the age of 105, domiciled in and a resident of the County of Westchester, State of New York;

B. Mrs. Astor was survived by her son and sole distributee, Anthony D. Marshall (“Anthony Marshall” or “Mr. Marshall”);

C. Mrs. Astor was also survived by her grandson Alexander Marshall and his child, Hilary Brooke Marshall, and her grandson Philip C. Marshall and his children, Winslow Marshall and Sophie Marshall;

D. Allison Guthrie Fischer, Esq., was appointed as Guardian ad Litem for Hilary Brooke Marshall, Winslow Marshall and Sophie Marshall, who were minors at the time of the commencement of the probate proceedings, but all of whom have now attained the age of eighteen (18) years;

Instruments Filed With the Surrogate's Court;
Probate Proceedings; Appointment of Temporary Administrators

- E. The following instruments were filed with the Court:
1. An instrument, dated January 8, 1997, purporting to be the Last Will and Testament of Brooke Russell Astor (the "1997 Will");
 2. An instrument, dated January 24, 1997, purporting to be the First Codicil to the 1997 Will (the "First Codicil to the 1997 Will");
 3. An instrument, dated February 2, 2001, purporting to be the Last Will and Testament of Brooke Russell Astor (the "2001 Will");
 4. An instrument, dated November 7, 2001, purporting to be the First Codicil to the 2001 Will (the "First Codicil to the 2001 Will");
 5. An instrument, dated January 30, 2002, purporting to be the Last Will and Testament of Brooke Russell Astor (the "2002 Will");
 6. An instrument, dated December 18, 2003, purporting to be the First and Final Codicil to the 2002 Will (the "First Codicil to the 2002 Will");
 7. An instrument, dated January 12, 2004, purporting to be the Second Codicil to the 2002 Will (the "Second Codicil to the 2002 Will"); and
 8. An instrument, dated March 3, 2004, purporting to be the Third Codicil to the 2002 Will (the "Third Codicil to the 2002 Will");

F. By Petition verified on August 13, 2007 and August 14, 2007, respectively, JPMorgan Chase Bank, N.A. ("JPMorgan"), by Louise R. Milligan, as Managing Director, and Annette Engelhard de la Renta ("Mrs. de la Renta"), and by Affidavit of John J. O'Neil, Esq., sworn to September 4, 2007, amending the Petition, Petitioners sought a decree: (i) admitting to probate the Decedent's 1997 Will, and the First Codicil to the 1997 Will; (ii) denying probate to the Decedent's 2001 Will, the First Codicil to the 2001 Will, the 2002 Will, and the First Codicil, Second Codicil and Third Codicil to the 2002 Will; and (iii) issuing Letters of Administration, c.t.a., to JPMorgan and Mrs. de la Renta. By Petition also verified on August 13, 2007 and August 14,

2007, respectively, JPMorgan and Mrs. de la Renta sought an order awarding Letters of Temporary Administration to JPMorgan and Mrs. de la Renta;

G. By Petition verified on August 26, 2007, Mr. Marshall sought a decree: (i) admitting to probate the Decedent's 2002 Will, the First Codicil to the 2002 Will, and the Second Codicil to the 2002 Will; (ii) denying probate to the Third Codicil to the 2002 Will; and (iii) appointing Howard A. Levine ("Mr. Levine") and Fiduciary Trust Company International ("Fiduciary Trust") as Co-Administrators, c.t.a. By Petition also verified on August 26, 2007, Mr. Marshall sought an order awarding Letters of Temporary Administration to Mr. Levine and Fiduciary Trust;

H. By Petition verified on September 28, 2007, Philip Marshall sought an order: (i) admitting to probate the Decedent's 1997 Will and the First Codicil to the 1997 Will; (ii) denying probate to the Decedent's 2001 Will, the 2001 Codicil, the 2002 Will and the First, Second and Third Codicils to the 2002 Will; and (iii) issuing of Letters of Administration, c.t.a., to Philip Marshall. By Petition verified on August 29, 2007, Philip Marshall sought an order appointing himself as the Temporary Administrator if the Court did not appoint Mrs. de la Renta to that position;

I. In each of the three probate proceedings (the "Probate Proceedings"), an order to show cause, returnable on October 17, 2007, was issued to the interested parties therein requiring them to show cause why the relief requested in the underlying Petition should not be granted, including why the testamentary instruments propounded in the Petition should not be admitted to probate;

J. In each of the Probate Proceedings, proof of due service of the order to show cause, Petition and testamentary instruments was filed with the Surrogate's Court and jurisdiction was obtained over all interested parties;

K. The following parties appeared pro se or by counsel in one or more of the Probate Proceedings and have been made a party to this Stipulation of Settlement: JPMorgan Chase Bank, N.A.; Howard A. Levine; Anthony D. Marshall; Charlene Marshall; Philip C. Marshall; Hilary Brooke Marshall; Winslow Marshall; Sophie Marshall; The Metropolitan Museum of Art; The New York Public Library, Astor, Lenox and Tilden Foundations (hereinafter sometimes called "the New York Public Library"); The Rockefeller University; The Wildlife Conservation Society; The Pierpont Morgan Library; Historic Hudson Valley; The Animal Medical Center; New York University; The United Nations; The Carnegie Hall Corporation; The Trinity Episcopal Church; Annette de la Renta; and the Attorney General of the State of New York on behalf of the ultimate charitable beneficiaries;

L. After the orders to show cause had been returned and opposition papers had been filed as to each proceeding for the issuance of Letters of Temporary Administration, the Westchester County Surrogate's Court (the Surrogate's Court"), by Order dated November 15, 2007, directed that Letters of Temporary Administration of the Estate of Brooke Russell Astor be issued to JPMorgan and Mr. Levine and that custody of the assets of the estate be limited to JPMorgan as Co-Temporary Administrator;

Claim of Metropolitan Museum of Art

M. By Petition verified on February 15, 2008, the Metropolitan Museum of Art (the "Museum") commenced a proceeding against Mr. Marshall and Mrs. Astor's estate (the "Museum's Proceeding") relating to the sale during Mrs. Astor's lifetime of a painting by Childe

Hassam known as “Flags, Fifth Avenue, 1917” (the “Painting”). The Attorney General was made a necessary party to the Museum’s Proceeding as the representative of ultimate charitable beneficiaries of Mrs. Astor’s estate. In the Petition, the Museum seeks monetary damages in an amount not less than \$20,000,000 and to impose a constructive trust on the proceeds of the sale;

N. The parties to this proceeding agreed to an indefinite extension of the time within which the Respondents might file their answers or otherwise respond to the Petition; and

Desire of Parties to Settle

O. The parties believe it is desirable to avoid the expenses, delay, risks and uncertainty of further litigation of the Probate Proceedings and the Museum’s Proceeding by settling these proceedings on the terms set forth in this Stipulation.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned parties as follows:

1. **Disposition of Probate Proceedings.** The first and third above-captioned Probate Proceedings are withdrawn. The second above-captioned Probate Proceeding shall be disposed of in accordance with the terms of this Stipulation.

2. **Instrument Admitted to Probate.** The 2002 Will, dated January 30, 2002, shall be admitted to probate subject to the terms of this Stipulation.

3. **Instruments Denied Probate.** Probate shall be denied to: the First Codicil to the 2002 Will, dated December 18, 2003, the Second Codicil to the 2002 Will, dated January 12, 2004, and the Third Codicil to the 2002 Will, dated March 3, 2004; the 2001 Will, dated February 2, 2001, and the First Codicil to the 2001 Will, dated November 7, 2001; and the 1997 Will, dated January 8, 1997, and the First Codicil to the 1997 Will, dated January 24, 1997.

4. **Modifications to Dispositive Provisions of the 2002 Will.** All Articles, subparts of Articles and provisions of the 2002 Will (the “Will”) that are not specifically referred to herein or modified hereby shall be in full force and effect as written in the Will. To the extent and only to the extent stated below, the Will shall be and is hereby deemed modified as set forth below.

a. **Bequests to Anthony Marshall.** In full satisfaction of all bequests to him under the Will, Anthony Marshall shall receive (i) the sum of \$14,425,320, and (ii) the items of tangible personal property identified in the schedule annexed hereto as Exhibit A, having a total appraised value of \$74,680.

1. If any items listed in Exhibit A hereto are sold by auction (“Marshall Auction”), such auction shall be separate and distinct from any auction of tangible personal property for the benefit of any charitable beneficiary under the Will (“Auction for Charity”) and shall be conducted at least seven (7) business days after the completion of any Auction for Charity. The catalogue for any Marshall Auction, in any format, whether printed or electronic, shall be separate and distinct from the catalogue for any Auction for Charity. Neither the catalogue for any Marshall Auction nor any other materials relating to any Marshall Auction, nor any other information disseminated about the Marshall Auction, including any advertising and marketing materials, press releases, websites and other information in any format or medium, whether printed or electronic (“Marshall Auction Materials”) shall state, suggest or imply, directly or indirectly, that any Marshall Auction is being conducted in conjunction with or is in any way connected to any Auction for Charity, nor shall any Marshall Auction Materials represent, suggest or imply, directly or indirectly, that any Marshall Auction will benefit any charitable entity or charitable cause in any manner whatsoever.
2. The total value of the items of tangible personal property passing to Anthony Marshall pursuant to this Stipulation shall be deemed to be \$74,680, which is the total value of these items as appraised for Federal estate tax purposes and as adjusted by the Internal Revenue Service.
3. The tangible personal property listed in Exhibit A shall be delivered to Mr. Marshall, within five (5) business days after the date on which this Stipulation becomes effective as provided in paragraph 16 hereof, in accordance with written instructions provided by Mr. Marshall to the estate fiduciaries.
4. Article SIXTH (K) of the Will shall not be applicable.

b. **Taxes.** Notwithstanding the provisions of Article ELEVENTH (A) of the Will, all estate, inheritance, gift and similar taxes, including any interest and penalties thereon, imposed by the United States of America or any state or subdivision thereof, inclusive of any tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended, or any similar state law with respect to any property passing under the Will, shall be paid as administration expenses out of the residuary estate, except that with respect to the personal property passing to Mr. Marshall pursuant to paragraph 4.a (ii) above, any taxes payable on the amount, if any, by which the value of such property, as finally determined for Federal estate tax purposes, exceeds the sum of \$74,680, shall be paid by Mr. Marshall.

c. **Tangible Personal Property to Grandchildren and Great-Grandchildren.** The disposition under Article SIXTH (A) of the Will shall be as follows:

To each of the Decedent's grandsons, ALEXANDER MARSHALL and PHILIP MARSHALL, and to each of her great-granddaughter, HILARY BROOKE MARSHALL (child of her grandson, Alexander Marshall), her great-grandson, WINSLOW MARSHALL (child of her grandson, Philip Marshall), and her great-granddaughter, SOPHIE MARSHALL (child of her grandson, Philip Marshall) such one item, to be selected by each such beneficiary, of furniture or furnishings (of a value not to exceed Twenty-five Thousand Dollars as shown on the appraisal submitted in support of the Federal Estate Tax Return submitted for the Estate) which is not otherwise specifically bequeathed under the Will.

d. **Tangible Personal Property to the New York Public Library.** The disposition under Part (C) of Article SIXTH of the Will shall be as follows:

To THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, of New York, New York, all of the Decedent's books formerly belonging to any member of the Astor family and all of the Decedent's books with the Marshall family bookplate which are in my apartment at 778 Park Avenue, New York New York, to be housed together at said Library in a room in the names of James Lenox and John Jacob Astor, along with the portrait of the Decedent's late husband, Vincent Astor, as a Captain in the United States Naval Reserve which the Decedent has already given to said Library to hang in such room as a gift from the descendants of John Jacob Astor and Charles Henry Marshall.

e. **Bequest to Annette de la Renta.** The disposition under Part (F) of Article SIXTH of the Will shall be as follows:

ANNETTE ENGLEHARD DE LA RENTA shall receive such four of the Decedent's dog paintings from the staircase at Holly Hill as she may select by notice given to my estate fiduciaries within three months after the date that the Will is admitted to probate. If she should renounce this bequest, the four paintings shall pass as part of the bequest to THE ANIMAL MEDICAL CENTER pursuant to Part (D) of Article SEVENTH of the Will.

f. **Additional Bequest to Decedent's Great-Grandchildren.** The disposition under Part (J) of Article SIXTH of the Will shall be as follows:

Hilary Brooke Marshall, Winslow Marshall and Sophie Marshall shall each receive a picture or piece of jewelry of his or her choosing, in each case having a value not greater than Ten Thousand Dollars (\$10,000), as a remembrance of the Decedent. This is in addition to the gifts they receive under Part (A) of Article SIXTH of the Will.

g. **Bequest of Portraits to the New York Public Library.** The time within which the New York Public Library may agree to the conditions set forth in Subpart (B) of Article SEVENTH of the Will shall be extended from three months after the date of the Decedent's death to three months after the date on which this Stipulation becomes effective as provided in paragraph 16 hereof.

h. **Bequest of Jewelry.** The property described in Article SEVENTH (C) shall pass under Article EIGHTH as modified by this Stipulation.

i. **Bequest to Animal Medical Center.** The disposition under Part (D) of Article SEVENTH of the Will shall be as follows:

Subject to the gift under Part (F) of Article SIXTH hereof to Annette Engelhard de la Renta, all pictures of dogs which the Decedent owned at the time of her death (but not including *Scene of Contemporary Life (Dancing Dogs with Musicians and Bystanders)*, by Domenico Tiepolo; *Dachshund*, by Derek Hill; and *A Dog Begging*, by Sir Edwin Henry Landseer, R. A.) shall be sold and the net proceeds thereof

distributed to THE ANIMAL MEDICAL CENTER, of New York, New York, for its general purposes, with the request that they install a suitable plaque in memory of the Decedent's many pet dachshunds.

j. **Bequests of Drawings.** The disposition under Part (F) of Article SEVENTH shall be as follows:

- (1) The following drawings shall be distributed to THE METROPOLITAN MUSEUM OF ART:
 - (a) Richard Cosway, *Portrait of George, Duke of Marlborough, with Blenheim in the Distance*;
 - (b) Attributed to Jacques Bellange, *A Cloaked Man Standing, a Putto at His Side*;
 - (c) Jean-Leon Gerome, *A Muslim Preparing for Prayer*;
 - (d) Pieter Gerardus Van Os, *Two Goats and A Cow: two drawings*; and
 - (e) Circle of Herman Van Henstenburg, *A Whelk, a Cowrie and Other Shells and A Conch*.

- (2) The following drawings shall be distributed to THE PIERPONT MORGAN LIBRARY:
 - (a) Ducreux, *Portrait of a Negro Gentleman (Said to Be Toussaint Louverture, Half Length)*;
 - (b) Gericault, *Seated Soldier (Study of an Officer of the Guard Seated)*;
 - (c) Natoire, *Studies of Two Youths*;
 - (d) Domenico Tiepolo, *Scene of Contemporary Life (Dancing Dogs with Musicians and Bystanders)*;
 - (e) Giovanni Battista Tiepolo, *Flight into Egypt: The Holy Family in a Boat with an Angel at the Oar*;
 - (f) Lear, *View from Monte Generoso*; and
 - (g) Walt Kuhn, *Study for 'Grenadier'*.

- (3) THE METROPOLITAN MUSEUM OF ART and THE PIERPONT MORGAN LIBRARY acknowledge the Decedent's request that the drawings passing to them under Subparts (1) and (2) above be permanently maintained and displayed as coming from the Decedent's collection (to be hung together with other appropriate drawings in such institutions' respective collections, and not in a separate room containing only the Decedent's collection).

- (4) All of the drawings not effectively disposed of under the Will shall be sold and the net proceeds thereof shall be distributed as follows:
 - (a) \$817,200 to THE METROPOLITAN MUSEUM OF ART; and

(b) the balance in equal shares to THE METROPOLITAN MUSEUM OF ART and THE PIERPONT MORGAN LIBRARY.

k. **Bequest to Family, Friends and Employees.** Any bequests to family members, friends or employees under Part (G) (ii) of Article SEVENTH of the Will may be satisfied with items of clothing, including furs, as provided therein or, in the discretion of the estate fiduciaries, with other items of tangible personal property (except paintings and other works of art) having a value of not more than One Thousand Dollars per item. The decision whether or not to make such bequests, the selection of the items to be given and the recipients of such bequests shall be in the discretion of the estate fiduciaries.

l. **Bequest of All Remaining Jewelry, Clothing and Furs.** The property described in Part (H) of Article SEVENTH of the Will shall pass under Article EIGHTH as modified by this Stipulation.

m. **Bequest of All Other Tangible Personal Property.** The disposition under Article EIGHTH shall be as follows:

All tangible personal property of any nature not otherwise disposed of under the Will as modified by this Stipulation shall be sold and the net proceeds thereof added to the residue of my estate.

n. **Bequest of the Painting to Metropolitan Museum; Dismissal of the Museum's Proceeding.** In full satisfaction of all claims by The Metropolitan Museum of Art (the "Metropolitan Museum") with respect to the Painting and in full settlement of the Museum's Proceeding, the Metropolitan Museum shall receive the sum of \$3,000,000 from the estate, payable within 10 business days after the date on which this Stipulation becomes effective as provided in

paragraph 16 hereof. The Museum's Proceeding shall be dismissed, with prejudice, by an order of the Court which shall be substantially in the form annexed hereto as Exhibit B.

o. **Bequest for Educational Expenses of Great-Grandchildren.** The disposition in Subpart (A) (iii) of Article TENTH shall have no force or effect.

p. **Shipping Costs on Items of Tangible Personal Property.** The cost of shipping and insurance in connection with the delivery of items of tangible personal property specifically bequeathed under the Will as modified by this Stipulation, including items to be selected by or for the beneficiary, shall be borne as follows: if the aggregate value of the item(s) to be shipped to a beneficiary is \$100,000 or greater, by such beneficiary; if the aggregate value of the item(s) to be shipped to a beneficiary is less than \$100,000, by the estate. For the purposes of this paragraph, "value" shall mean the value of such property as determined for Federal estate tax purposes.

q. **Interest on Cash Legacies.** No interest shall be payable on any bequest to Anthony Marshall. Interest on the other bequests set forth in Article TENTH and in Part (A)(1)(a) of Article TWELFTH of the Will as modified by this Stipulation shall be paid out of the residuary estate at the rate of three percent per annum from the time letters, including temporary letters, are granted. Interest at the rate of three percent per annum from the time letters, including temporary letters, are granted shall also be paid on the bequests set forth in Parts (B) through (F) of Article Eleventh of the Will; such interest shall be paid from the property subject to the power of appointment under Article SIXTH of the Last Will and Testament of Vincent Astor.

r. **Provisions Directing that Anthony Marshall Be Consulted.** No force or effect shall be given to Article NINTH of the Will, nor to the provisions in Subparts (1), (2), (6), and (12) of Part (G) of Article ELEVENTH of the Will which provide the charitable organization named

therein shall consult with Anthony Marshall, obtain his approval or determine how funds are to be used.

s. **Bequest of \$2,000,000 to New York University.** The condition set forth in the third sentence of the second paragraph of Part (B) of Article ELEVENTH of the Will shall be as follows:

The gift to New York University hereunder, for the purposes of its School of Education, is conditioned upon the estate fiduciaries receiving from the Institute of Fine Arts, within six months after the date on which this Stipulation becomes effective as provided in paragraph 16 hereof, a release of any claim to my April 17, 1972 pledge, in a form satisfactory to the estate fiduciaries.

t. **Bequest of 11% to Benefit Education in the City of New York.** As used hereafter in this Stipulation, the phrase "Base Amount" shall mean an amount equal to the total amount distributable under Part (G) of Article ELEVENTH of the Will from the property subject to the power of appointment that the Decedent was given under Article SIXTH of the last will and testament of Vincent Astor, including any amounts passing under Part (G) of Article ELEVENTH of the Will as modified by this Stipulation as a result of the lapse or failure of any of the dispositions made under Parts (B) through (F-2) of Article ELEVENTH of the Will as modified by this Stipulation. The disposition of 11 percent of the Base Amount under Subpart (3) of Part (G) of Article ELEVENTH of the Will shall be added to the portion of the residuary estate passing under Subpart (2) of Part (C) of Article TWELFTH of the Will as modified by this Stipulation.

u. **Bequest of 6% for Central and Prospect Parks.** The disposition of 6 percent of the Base Amount under Subpart (5) of Part (G) of Article ELEVENTH for the long-term sustenance and enrichment of Central Park and Prospect Park shall be paid as follows: 40 percent thereof to CENTRAL PARK CONSERVANCY, INC.; 40 percent thereof to PROSPECT PARK

ALLIANCE, INC.; and 20 percent thereof to CITY PARKS FOUNDATION, INC. to be used for programs or activities relating to these parks.

v. **Bequest of 4% to The Pierpont Morgan Library.** The disposition of 4 percent of the Base Amount under Subpart (7) of Part (G) of Article ELEVENTH of the Will shall be paid to THE PIERPONT MORGAN LIBRARY for its general purposes.

w. **Bequest of 3% to Benefit Playgrounds in New York City.** The disposition of 3 percent of the Base Amount under Subpart (9) of Part (G) of Article ELEVENTH of the Will shall be paid to THE TRUST FOR PUBLIC LAND for its New York City Playgrounds Program, for the purpose of designing and building innovative and attractive playgrounds for children, including the improvement of existing playgrounds, in New York City.

x. **Bequest of 2% to the Brooklyn Museum.** The disposition of 2 percent of the Base Amount under Subpart (11) of Part (G) of Article ELEVENTH of the Will shall be paid to THE BROOKLYN MUSEUM, of Brooklyn, New York, to establish an endowment fund, the income of which is to be used to fund a curatorship to fund a curatorship in Asian or American art, or to provide funding for Asian and American exhibitions, or both.

y. **Bequest of 2% to Marine Corps University Foundation.** The disposition of 2 percent of the Base Amount under Subpart (12) of Part (G) of Article ELEVENTH shall be paid to MARINE CORPS UNIVERSITY FOUNDATION, Quantico, Virginia, to establish an endowed chair in memory of the Decedent's father, who was the Marine Corps Commandant, and in honor of the Decedent's son, Anthony Marshall, who also served with distinction in the Marine Corps, and whom the Decedent also wished to honor by this gift.

z. **Bequest of 1% to the Society of New York Hospital.** The disposition of 1 percent of the Base Amount under Subpart (15) of Part (G) of Article ELEVENTH of the Will shall be paid to the SOCIETY OF NEW YORK HOSPITAL, of New York, New York, in honor of Dr. R.A. Rees Pritchett, to be used for the New York Hospital facility of New York-Presbyterian Hospital.

aa. **Bequest of 1% for Education of Children of Northeast Harbor.** The disposition of 1 percent of the Base Amount under Subpart (17) of Part (G) of Article ELEVENTH of the Will shall be paid to a separate trust fund in the name of Brooke R. Astor with the Maine Community Foundation, Inc. for the purpose of assisting high school programs which will best prepare the children of Northeast Harbor, Maine for productive careers.

bb. **Residuary Estate In Its Entirety to Charity.** The distribution of the residuary estate (including lapsed legacies and devises) under Article TWELFTH of the Will shall be as set forth below. References to “Article EIGHTH,” “Article ELEVENTH” or “Article TWELFTH” shall mean Article EIGHTH, Article ELEVENTH or Article TWELFTH, respectively, of the Will as modified by this Stipulation:

Part (A)

(1) The following amounts shall be paid over and distributed as follows:

- (a) The sum of \$10,000 to ALL SAINTS CHURCH, of Briarcliff Manor, New York, for its general purposes;
- (b) An amount equal to two percent of the Base Amount to CARNEGIE HALL CORPORATION, of New York, New York, for its general purposes;
- (c) An amount equal to one percent of the Base Amount to HISTORIC HUDSON VALLEY, of Tarrytown, New York, for its general purposes; and

- (d) An amount equal to one percent of the Base Amount to THE METROPOLITAN MUSEUM OF ART, to be added to the acquisition fund.
- (2) After making the distributions required under Part (A) (1) above, the balance of the residuary estate shall be divided into two parts: 40 percent of said balance, “the Part (B) Amount,” shall be paid over and distributed in accordance with Part (B) below, and 60 percent of said balance, “the Part (C) Amount,” shall be paid over and distributed in accordance with Part (C) below.

Part (B)

The Part (B) Amount shall be distributed as follows:

- (1) 24.037 percent thereof to THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS for the purposes specified in Subpart (1) of Part (G) of Article ELEVENTH;
- (2) 24.037 percent thereof to THE METROPOLITAN MUSEUM OF ART for the purposes specified in Subpart (2) of Part (G) of Article ELEVENTH;
- (3) 10.577 percent thereof shall be added to the portion of my residuary estate passing pursuant to Subpart (2) of Part (C) of Article TWELFTH;
- (4) 6.731 percent thereof to THE ROCKEFELLER UNIVERSITY for the purposes specified in Subpart (4) of Part (G) of Article ELEVENTH;
- (5) 5.769 percent thereof as follows: 40 percent thereof to CENTRAL PARK CONSERVANCY, INC.; 40 percent thereof to PROSPECT PARK ALLIANCE, INC.; and 20 percent thereof to CITY PARKS FOUNDATION, INC., for the purposes specified in Subpart (5) of Part (G) of Article ELEVENTH;
- (6) 4.808 percent thereof to the NEW YORK ZOOLOGICAL SOCIETY for the purposes specified in Subpart (6) of Part (G) of Article ELEVENTH;
- (7) 3.846 percent thereof to THE PIERPONT MORGAN LIBRARY for the purposes specified in Subpart (7) of Part (G) of Article ELEVENTH;
- (8) 2.885 percent thereof to THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS for the purposes specified in Subpart (8) of Part (G) of Article ELEVENTH;
- (9) 2.885 percent thereof to THE TRUST FOR PUBLIC LAND for its New York City Playgrounds Program, for the purposes specified in Subpart (9) of Part (G) of Article ELEVENTH;

- (10) 3.846 percent thereof to CARNEGIE HALL CORPORATION for the purposes specified in Subpart (10) of Part (G) of Article ELEVENTH;
- (11) 1.923 percent thereof to THE BROOKLYN MUSEUM, for the purposes specified in Subpart (11) of Part (G) of Article ELEVENTH;
- (12) 1.923 percent thereof to MARINE CORPS UNIVERSITY FOUNDATION for the purposes specified in Subpart (12) of Part (G) of Article ELEVENTH;
- (13) 1.923 percent thereof to HISTORIC HUDSON VALLEY, for the purposes specified in Subpart (13) of Part (G) of Article ELEVENTH;
- (14) 0.962 percent thereof to the UNITED NATIONS for the purposes specified in Subpart (14) of Part (G) of Article ELEVENTH;
- (15) 0.962 percent thereof to the SOCIETY OF NEW YORK HOSPITAL for the purposes specified in Subpart (15) of Part (G) of Article ELEVENTH;
- (16) 0.962 percent thereof to COLLEGE OF THE ATLANTIC for the purposes specified in Subpart (16) of Part (G) of Article ELEVENTH;
- (17) 0.962 percent thereof to such charitable organizations as are designated for the purpose of assisting high school programs which will best prepare the children of Northeast Harbor, Maine for productive careers as specified in Subpart (17) of Part (G) of Article ELEVENTH; and
- (18) 0.962 percent thereof THE METROPOLITAN MUSEUM OF ART, for the purpose specified in Subpart (2) (d) of Part (A) of Article TWELFTH.

Part (C)

The Decedent having recognized during her lifetime the critical need to find innovative ways to educate the people of New York City, and to encourage our best teachers to remain in their profession and to themselves learn innovative ways to excite and stimulate their students, the Part (C) Amount, plus (a) the amount passing under this Part (C) pursuant to Article EIGHTH and (b) any bequests under Parts (A) and (B) of Article TWELFTH which shall lapse or fail for any reason, shall be distributed to a charitable entity to be determined by the estate fiduciaries in consultation with the Attorney General (the "Institution"), for the purpose of improving the quality of education in New York City, on the following terms and conditions:

- (1) 20 percent thereof shall be held by the Institution in a segregated fund, to be distributed by the Institution to one or more of the charities named in Part (G) of Article ELEVENTH to support activities or programs of such charities that further the purpose of improving the quality of education in New York City. The recipient charities, the amounts to be distributed to them from this fund, and the reasonable terms and conditions of such distributions shall be determined by the

Institution in its sole discretion after consultation with each of the proposed recipients; provided, however, that such segregated fund, including any accumulated income and appreciation thereon, shall be distributed in full to such charities within one year after (a) the date of entry of a decree settling the final account of the estate fiduciaries or (b) if such account shall be settled informally on receipts and releases, the date of a written notice to the Institution from the estate fiduciaries (which shall be sent promptly) stating that such account has been settled;

(2) 80 percent thereof, plus the amounts passing under this Subpart (2) pursuant to Subpart (G) (3) of Article ELEVENTH and Subpart (B) (3) of Article TWELFTH, shall be held by the Institution in a segregated fund; the income of the fund, and so much of the principal as the Institution shall from time to time determine, shall be used to make grants to charitable organizations (including but not limited to organizations that may receive distributions under Subpart (C) (1) above) to support charitable programs and activities that further the purpose of improving the quality of education in New York City; provided, however, that the fund, including any accumulated income and appreciation thereon, shall be distributed in full within five (5) years after (a) the date of entry of a decree settling the final account of the estate fiduciaries or (b) if such account shall be settled informally on receipts and releases, the date of a written notice (which shall be sent promptly) from the estate fiduciaries to the Institution, stating that such account has been settled; and

(3) The funds created by Subparts (1) and (2) of this Part (C) shall collectively be known as "The Brooke Astor Fund for New York City Education," and this name shall be used to identify grants made from either of these funds.

5. **Letters of Administration Cum Testamento Annexo; Compensation of Fiduciaries.**

a. The parties agree that upon issuance of a decree admitting the Will to probate, letters of administration c.t.a. may be issued to JPMorgan Chase Bank, N.A., and Howard A. Levine. The parties consent to JPMorgan Chase Bank, N.A. and Howard A. Levine serving as administrators c.t.a. without bond or other security in any jurisdiction. All parties to this Stipulation having equal or prior rights to receive letters of administration c.t.a. under SCPA § 1418 hereby renounce all rights to receive such letters.

b. Subject to the parties' rights under paragraph 7 of this Stipulation, the parties agree that JPMorgan Chase Bank, N.A., and Howard A. Levine may receive the following commissions for their service as temporary administrators upon settlement of their accounts as such fiduciaries: receiving and paying commissions computed in accordance with the provisions of SCPA § 2307 but no paying out commissions shall be allowed except upon such sums as shall actually have been paid out prior to the date of the issuance to them of letters of administration c.t.a. for debts, expenses of administration or to beneficiaries.

c. The parties further agree that JPMorgan Chase Bank, N.A., and Howard A. Levine shall receive as additional compensation for their service as administrators c.t.a. such amounts as may be agreed upon by JPMorgan Chase Bank, N.A., Howard A. Levine, the charities named in Part (G) of Article ELEVENTH of the Will, and the Attorney General of the State of New York, or, in the absence of such agreement, such amounts as the Westchester County Surrogate's Court may determine to be just, reasonable and proper. In no event, however, shall the total compensation awarded to either JPMorgan Chase Bank, N.A., or Howard A. Levine for service as temporary administrator and administrator c.t.a. exceed the amount allowed for the full administration of an estate by a fiduciary acting in a single capacity only, nor shall the total compensation for both fiduciaries for such service exceed the sum of \$5,000,000.

6. **Payment of Anthony Marshall's Cash Bequest.** The cash bequest to Mr. Marshall pursuant to this Stipulation shall be paid within two (2) business days after the date on which this Stipulation becomes effective as provided in paragraph 16 hereof, in accordance with written instructions provided by Mr. Marshall to the estate fiduciaries.

7. **Temporary Administrators' Duty to Account.** Nothing herein shall operate as a waiver of the parties' rights to an accounting of the Temporary Administrators' acts with respect to

the administration of the Estate of Brooke Russell Astor for the period beginning with the date of their appointment as such Temporary Administrators.

8. **Distributions in Accordance with this Stipulation.** The parties agree that the distribution and payment plan set forth herein is in full satisfaction of any and all of their respective beneficial claims under the Will and any other claims any party may have against Mrs. Astor's Estate and that the estate fiduciaries shall be discharged from all liability for making distributions in accordance with such plan rather than in strict accordance with the terms of the Will.

9. **Waiver of Notice to Parties Formerly Under a Disability by Reason of Age.** Each of Hilary Brooke Marshall, Winslow Marshall and Sophie Marshall, having attained the age of majority, hereby waives written notice of the termination of the guardian ad litem's representation of his or her interest upon attainment of majority, further waives written notification that he or she has the right to representation by counsel of his or her choosing in the Probate Proceedings, and hereby acknowledges that he or she has had the opportunity to select counsel of his or her choosing in connection with this Stipulation and has waived such right.

10. **Amendments.** This Stipulation may be amended or modified only by a writing signed by all parties. Any amendment or modification shall be effective only upon entry of an order or decree of the Surrogate's Court, Westchester County, approving the same.

11. **Binding Effect.** This Stipulation shall be binding upon and inure to the benefit of the parties and each of their respective officers, directors, parents, subsidiaries, affiliates, agents, employees, predecessor companies, successors in interest, heirs, administrators, executors, legal representatives, guardians or assigns.

12. **Counterparts.** The parties agree that this instrument may be signed and acknowledged in several counterparts, each of which when so executed shall be deemed an original, and all of which shall constitute a single document.

13. **Additional Documents.** The parties agree to execute such other and further documents and perform such acts as shall from time to time be reasonably be necessary to effectuate the terms of this Stipulation.

14. **Retained Jurisdiction.** The parties agree that the Westchester County Surrogate's Court shall retain exclusive jurisdiction over all the parties hereto to implement, carry out, construe and enforce any and all of the terms of this Stipulation. With respect to the foregoing provision, the United Nations waives the immunity from every form of legal process that it enjoys pursuant to Article II, Section 2 of the Convention on the Privileges and Immunities of the United Nations, 21 U.S.T. 1418, [1970] T.I.A.S. No. 6900, solely for the purpose of agreeing to the exclusive jurisdiction of the Westchester Country Surrogate's Court over all parties to this Settlement Stipulation, including the United Nations, to implement, carry out, construe and enforce any and all terms of this Stipulation. The privileges and immunities of the United Nations which are not hereby expressly waived are maintained.

15. **Filing Stipulation.** The parties agree that upon the execution of this Stipulation by the undersigned, this Stipulation may be filed by any party with the Westchester County Surrogate's Court without notice to the other parties.

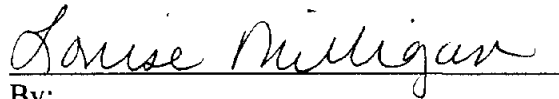
16. **Approval by the Court.** This Stipulation shall be effective only upon the entry of (a) an order of the Westchester County Surrogate's Court approving this Stipulation (unless that relief is incorporated into the probate decree under clause (b) of this section), (b) a decree of such Court admitting the 2002 Will to probate subject to the terms of this Stipulation, and (c) an order of

such Court dismissing the Museum's Proceeding with prejudice. In the event that such decree and order or orders are not signed and entered, then this Stipulation shall be considered null and void and the parties will be restored to the status quo ante existing prior to the execution of this Stipulation.

IN WITNESS WHEREOF, this Stipulation has been executed as of the date shown below by each of the undersigned or by their respective attorneys, who represent that they have been authorized to enter into this Stipulation by their clients. To the extent that the Stipulation is executed by any such attorney, the attorney will obtain the written, acknowledged consent of the client to be bound by the terms of this Stipulation and shall file such consent within five (5) business days after the date hereof.

Dated: March 23, 2012

JPMorgan Chase Bank, N.A.

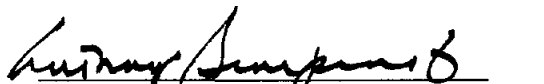


By:
Temporary Administrator of the Estate of
Brooke Russell Astor

Howard A. Levine,
Temporary Administrator of the Estate of
Brooke Russell Astor

SO ORDERED:

Anthony D. Marshall


Surrogate **Hon. Anthony A. Scarpino, Jr.**
Dated: March 28, 2012

Charlene Marshall


such Court dismissing the Museum's Proceeding with prejudice. In the event that such decree and order or orders are not signed and entered, then this Stipulation shall be considered null and void and the parties will be restored to the status quo ante existing prior to the execution of this Stipulation.

IN WITNESS WHEREOF, this Stipulation has been executed as of the date shown below by each of the undersigned or by their respective attorneys, who represent that they have been authorized to enter into this Stipulation by their clients. To the extent that the Stipulation is executed by any such attorney, the attorney will obtain the written, acknowledged consent of the client to be bound by the terms of this Stipulation and shall file such consent within five (5) business days after the date hereof.

Dated: March 23, 2012

JPMorgan Chase Bank, N.A.

By:
Temporary Administrator of the Estate of
Brooke Russell Astor



Howard A. Levine,
Temporary Administrator of the Estate of
Brooke Russell Astor

Anthony D. Marshall

Charlene Marshall

such Court dismissing the Museum's Proceeding with prejudice. In the event that such decree and order or orders are not signed and entered, then this Stipulation shall be considered null and void and the parties will be restored to the status quo ante existing prior to the execution of this Stipulation.

IN WITNESS WHEREOF, this Stipulation has been executed as of the date shown below by each of the undersigned or by their respective attorneys, who represent that they have been authorized to enter into this Stipulation by their clients. To the extent that the Stipulation is executed by any such attorney, the attorney will obtain the written, acknowledged consent of the client to be bound by the terms of this Stipulation and shall file such consent within five (5) business days after the date hereof.

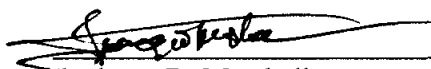
Dated: March 23, 2012

JPMorgan Chase Bank, N.A.

By:
Temporary Administrator of the Estate of
Brooke Russell Astor

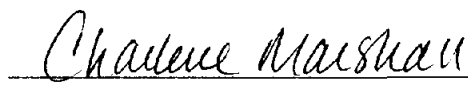
Howard A. Levine,
Temporary Administrator of the Estate of
Brooke Russell Astor

SO ORDERED:

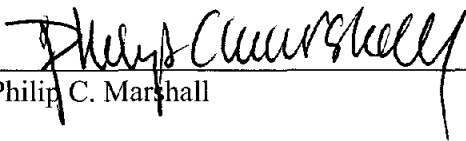


Anthony D. Marshall

Surrogate
Dated: March , 2012



Charlene Marshall


Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall

Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

Philip C. Marshall

Hilary Marshall

Hilary Brooke Marshall

Sophie Marshall

Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall
Sophie Marshall

Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall

~~W. Marshall~~ 3-26-12
Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

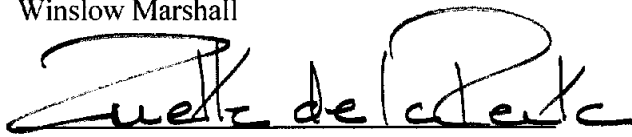
By:

Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall

Winslow Marshall

A handwritten signature in black ink, appearing to read "Annette de la Renta". The signature is written in a cursive style with a large, prominent initial "A".

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

Philip C. Marshall

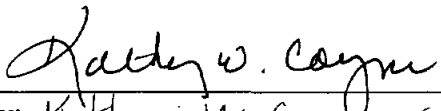
Hilary Brooke Marshall

Sophie Marshall

Winslow Marshall

Annette de la Renta

The Animal Medical Center


By: Kathryn W. Coyne, CEO

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

Charlene Marshall

Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall

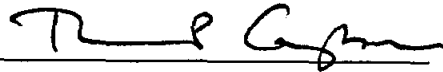
Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art



By:

THOMAS P CAMPBELL
DIRECTOR

Carnegie Hall Corporation

By:

Philip C. Marshall

Hilary Brooke Marshall

Sophie Marshall

Winslow Marshall

Annette de la Renta

The Animal Medical Center

By:

The Metropolitan Museum of Art

By:

Carnegie Hall Corporation

By:

A handwritten signature in black ink, appearing to read "C. Curcio", written over a horizontal line.

Historic Hudson Valley

David M. Parsons

By: *David M. Parsons*
Director of Finance & Administration
New York University

By:

The New York Public Library, Astor, Lenox
and Tilden Foundations

By:

The Pierpont Morgan Library

By:

The Rockefeller University

By:

The Trinity Episcopal Church

By:

Historic Hudson Valley

By: _____

New York University


By: Jennifer Spry

The New York Public Library, Astor, Lenox
and Tilden Foundations

By: _____

The Pierpont Morgan Library

By: _____

The Rockefeller University

By: _____

The Trinity Episcopal Church

By: _____

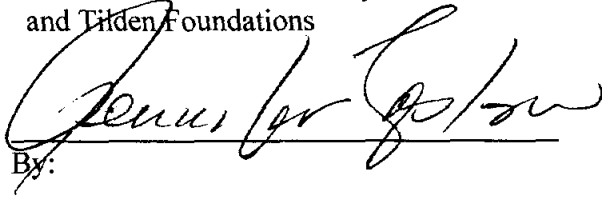
Historic Hudson Valley

By:

New York University

By:

The New York Public Library, Astor, Lenox
and Tilden Foundations



By:

The Pierpont Morgan Library

By:

The Rockefeller University

By:

The Trinity Episcopal Church

By:

Historic Hudson Valley

By:

New York University

By:

The New York Public Library, Astor, Lenox
and Tilden Foundations

By:

The Pierpont Morgan Library



By: WILLIAM M. GRISWOLD,
DIRECTOR

The Rockefeller University

By:

The Trinity Episcopal Church

By:

Historic Hudson Valley

By:

New York University

By:

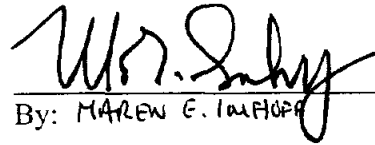
The New York Public Library, Astor, Lenox
and Tilden Foundations

By:

The Pierpont Morgan Library

By:

The Rockefeller University



By: MAREN E. IMHOFF

The Trinity Episcopal Church

By:

Historic Hudson Valley

By:

New York University

By:

The New York Public Library, Astor, Lenox
and Tilden Foundations

By:

The Pierpont Morgan Library

By:

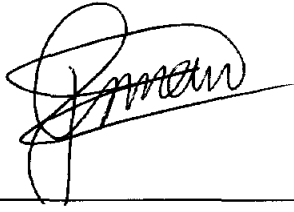
The Rockefeller University

By:

The Trinity Episcopal Church

Tamuseu M. Hernández
By: Tamuseu M. Hernández
Senior Warden

The United Nations



By

Johannes Huisman

The Wildlife Conservation Society

By:

Hon. Eric T. Schneiderman,
Attorney General of the State of New York

By:

The United Nations

By _____

The Wildlife Conservation Society

Patricia Calabrese
EXECUTIVE VICE PRESIDENT FOR ADMINISTRATION
AND CHIEF FINANCIAL OFFICER

Patricia Calabrese

By: _____

Hon. Eric T. Schneiderman,
Attorney General of the State of New York

By: _____


The United Nations

By

The Wildlife Conservation Society

By:

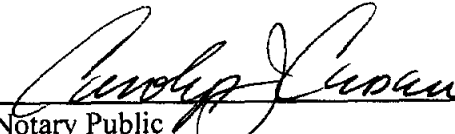
Hon. Eric T. Schneiderman,
Attorney General of the State of New York



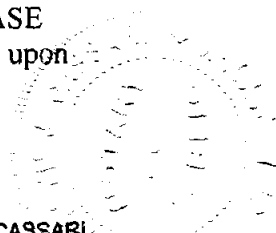
By: Jason R. Lilien
Bureau Chief, Charities Bureau

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

On the 23rd day of MARCH in the year 2012 before me, the undersigned, personally appeared Louise Milligan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as MANAGING DIRECTOR of JPMORGAN CHASE BANK, N.A., and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires:


CAROLYN J. CASSARI
Notary Public, State of New York
Qualified in Kings County
Reg. No. 01CA6120801
My Commission Expires 12/27/12

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared HOWARD A. LEVINE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:


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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of JPMORGAN CHASE BANK, N.A., and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

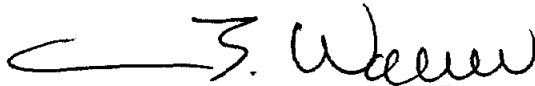
On the 23rd day of March in the year 2012 before me, the undersigned, personally appeared HOWARD A. LEVINE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires
Notary Public, State of New York
No. 4515095
Qualified in Albany County
Initial Status September 30, 2013

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

On the 27th day of March in the year 2012 before me, the undersigned, personally appeared ANTHONY D. MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

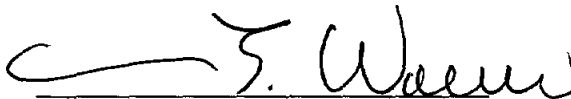


Notary Public
My Commission Expires:

KENNETH E. WARNER
Notary Public, State of New York
No. 02WA6082479
Qualified in New York County
Commission Expires October 28, 2014

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

On the 27th day of March in the year 2012 before me, the undersigned, personally appeared CHARLENE MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

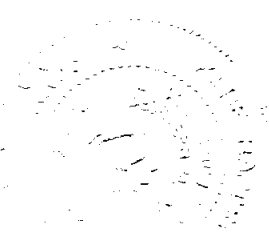


Notary Public
My Commission Expires:

KENNETH E. WARNER
Notary Public, State of New York
No. 02WA6082479
Qualified in New York County
Commission Expires October 28, 2014

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Bristol)

On the 24 day of March in the year 2012 before me, the undersigned, personally appeared PHILIP C. MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Katie Raposo

Notary Public

My Commission Expires:

KATIE RAPOSO
Notary Public, Massachusetts
My Commission Expires December 10, 2015

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared HILARY BROOKE MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared PHILIP C. MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

RHODE ISLAND
STATE OF ~~NEW YORK~~)
) ss.:
COUNTY OF BRISTOL)

On the 26th day of MARCH in the year 2012 before me, the undersigned, personally appeared HILARY BROOKE MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Charlotte O Soave
Notary Public
My Commission Expires: 2/10/13

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Bristol) ss.:

On the 24 day of March in the year 2012 before me, the undersigned, personally appeared SOPHIE MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Katie Raposo
Notary Public
My Commission Expires:

KATIE RAPOSO
Notary Public, Massachusetts
My Commission Expires December 10, 2015

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared WINSLOW MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared SOPHIE MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

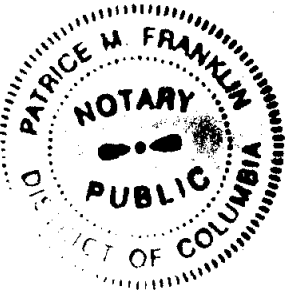
COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF DC Washington)

On the 26 day of April in the year 2012 before me, the undersigned, personally appeared WINSLOW MARSHALL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public
My Commission Expires:

Patrice M. Franklin
Notary Public, District of Columbia
My Commission Expires 7/31/2014



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

On the 23 day of March in the year 2012 before me, the undersigned, personally appeared ANNETTE DE LA RENTA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Robert B. Zwillich

Notary Public
My Commission Expires: 10-31-14

ROBERT B. ZWILLICH
Notary Public, State of New York
No. 01ZW4630959
Qualified in New York County
Commission Expires October 31, 2014

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE ANIMAL MEDICAL CENTER, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

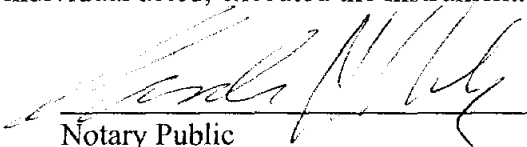
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared ANNETTE DE LA RENTA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

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

On the 26 day of March in the year 2012 before me, the undersigned, personally appeared Kathryn W. Coyne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as CEO of THE ANIMAL MEDICAL CENTER, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires:

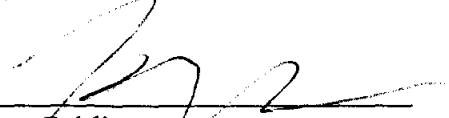
THEODORE J. METZGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02ME4714904
Qualified in New York County
My Commission Expires April 30, 2014



KATHERINE READ
 Notary Public, State of New York
 No. 01RE6214025
 Qualified in New York County
 Commission Expires November 23, 20 13

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

On the 22 day of March in the year 2012 before me, the undersigned, personally appeared Thomas P Campbell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Director of THE METROPOLITAN MUSEUM OF ART, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



 Notary Public
 My Commission Expires:

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE CARNEGIE HALL CORPORATION, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public
 My Commission Expires:

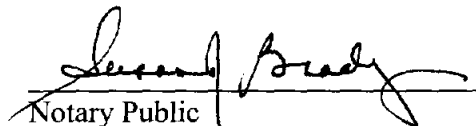
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE METROPOLITAN MUSEUM OF ART, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

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

On the 26th day of March in the year 2012 before me, the undersigned, personally appeared Clin Gellison, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Executive & Artistic Director of THE CARNEGIE HALL CORPORATION, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires:

SUSAN J. BRADY
Notary Public, State of New York
No. 01BR4896552
Qualified in New York County
Commission Expires ~~June 24, 2011~~
8/30/2015

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 23rd day of March in the year 2012 before me, the undersigned, personally appeared David M. Parsons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Director of Finance & Administration of HISTORIC HUDSON VALLEY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

LOUISE M. OROURKE
Notary Public - State of New York
No. 01OR6130600
Qualified in Bronx County
Term Expires July 18, 2013

Louise M. O'Rourke
Notary Public
My Commission Expires: 07/18/2013

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of NEW YORK UNIVERSITY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of HISTORIC HUDSON VALLEY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

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

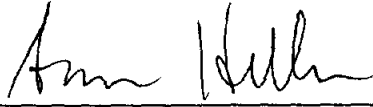
On the 23rd day of March in the year 2012 before me, the undersigned, personally appeared Jennifer Spry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Executive Director, Gift Administration of NEW YORK UNIVERSITY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Jasodra Deowdhat
Notary Public
My Commission Expires:

Jasodra Deowdhat
Notary Public State Of New York
NO. 01DE6113740
Qualified in New York County
Commission Expires 8-2-2012

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

On the 23rd day of March in the year 2012 before me, the undersigned, personally appeared JENNIFER ZASLOW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Vice President for Development of THE NEW YORK LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires:

ANN HELLER
Notary Public, State Of New York
No. 4940432
County of New York
Comm. Expires 03/31/2014

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE PIERPONT MORGAN LIBRARY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

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

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE NEW YORK LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

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

On the 23 day of March in the year 2012 before me, the undersigned, personally appeared Cullen M. Griswold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ was duly authorized and executed the same in his/~~her~~ capacity as Loretta of THE PIERPONT MORGAN LIBRARY, and that by his/~~her~~ signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My Commission Expires:

LORETTA GREANEY
Notary Public, State of New York
No. 01GR5030063
Qualified in Nassau County
Commission Expires July 5, 2014

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

On the 23 day of March in the year 2012 before me, the undersigned, personally appeared Maren E. Luchoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as Vice President of THE ROCKEFELLER UNIVERSITY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Deborah Y. Yeeh
Notary Public
My Commission Expires:

DEBORAH Y. YEOH
Notary Public State of New York
Qualified in New York County
No. 31-02YE4916575
Commission Expires 2/23/2014

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE TRINITY EPISCOPAL CHURCH, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

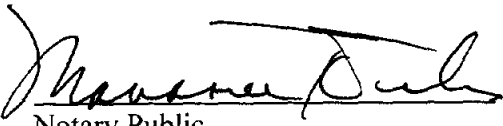
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

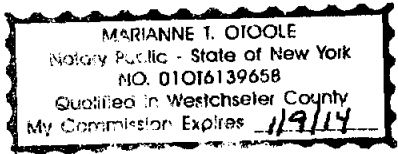
On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE ROCKEFELLER UNIVERSITY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

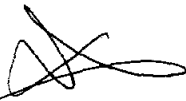
On the 25th day of MARCH in the year 2012 before me, the undersigned, personally appeared TAMSEN M. HERNANDEZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as WARDEN of THE TRINITY EPISCOPAL CHURCH, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My Commission Expires:



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

On the 23 day of March in the year 2012 before me, the undersigned, personally appeared J CHARLES HIRSHMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as GOVT COLE of THE UNITED NATIONS, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My Commission Expires:

DARLENE G. RICH
NOTARY PUBLIC, State of New York
No. 01R15076310
Qual. Rec. in Bronx County
Commission Expires May 27, 2015

STATE OF NEW YORK)
) ss.:
COUNTY OF BRONX)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE WILDLIFE CONSERVATION SOCIETY, FORMERLY KNOWN AS THE NEW YORK ZOOLOGICAL SOCIETY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

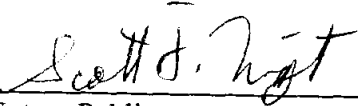
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as _____ of THE UNITED NATIONS, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) ss.:
COUNTY OF BRONX)

On the 23 day of MAR in the year 2012 before me, the undersigned, personally appeared PATRICIA CALABRESE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she was duly authorized and executed the same in his/her capacity as EXECUTIVE VP + C.F.O. of THE WILDLIFE CONSERVATION SOCIETY, FORMERLY KNOWN AS THE NEW YORK ZOOLOGICAL SOCIETY, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

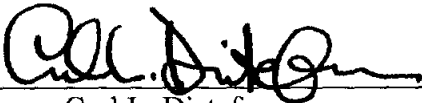


Notary Public
My Commission Expires:

SCOTT F. WIGHT
Notary Public, State of New York
No. 01W16242543
Qualified in Bronx County
Commission Expires 6 JUN 2015

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

On the 26th day of March in the year 2012 before me, the undersigned, personally appeared Jason Lilien, BUREAU CHIEF OF THE CHARITIES BUREAU OF THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.



Carl L. Distefano
Assistant Attorney General
(Pursuant to N.Y. Executive Law § 73)

**SCHEDULE OF ITEMS OF TANGIBLE PERSONAL PROPERTY
PASSING TO ANTHONY MARSHALL**

778 PARK AVENUE

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
149	<i>Three Studies of a Donkey</i> by Giovanni Battista Tiepolo	\$40,000.00
169	Victorian-Japanned Papier-Mâché Panel	200.00
220	<i>Portrait of Major General Henry Russell, Jr.</i> , (Mr. Marshall's grandfather), painting by Cedric B. Egeli	1,500.00
227	<i>Southdown Ewe: Sandringham Ewe No. 10 of 1921</i> – Animal sculpture by Herbert Haseltine	20,000.00
293	28-volume edition of Rudyard Kipling's works; 2 volumes of Walter Scott	100.00
307	Charles Dickens' <i>David Copperfield</i> , First Edition	225.00

HOLLY HILL

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
36	<i>Portrait of Carol Spence</i> , Turkish School pastel (Mr. Marshall's relative)	\$1,000.00
41	Pair of Antlers	150.00
69	Pair of Carved Wood Wall Brackets	150.00
84	Figural Hat Hooks	125.00
91	George III Style Writing Table	350.00
93	George III Form Chest of Drawers	2,500.00
98	George I Style Card Table	1,000.00
133	Modern Grand Piano	6,000.00
390	Group of Miscellaneous Articles in sun room	50.00
395	Wall Bracket Painted to Simulate Tortoise shell	30.00
634	<i>Portrait of a Boy</i> , (Mr. Marshall as a child), drawing by R. Saskiel	300.00
862	Nineteenth-Century Naval Officer's Regulation Sword (owned by Mr. Marshall's grandfather)	1,000.00
—	Family photographs/pictures	0.00
		<u>\$74,680.00</u>

Ex. A

At the Surrogate's Court of the State of New York, held in and for the County of Westchester, at the Courthouse located at 111 Martin Luther King Boulevard, White Plains, New York 10601, on the ___ day of March, 2012.

P R E S E N T:

Honorable Anthony A. Scarpino, Jr.
Judge of the Surrogate's Court

----- X
Proceeding By The Metropolitan Museum Of Art in :
the Matter of the Estate of :

BROOKE RUSSELL ASTOR,
a/k/a BROOKE ASTOR,
a/k/a BROOKE R. ASTOR,

: **ORDER**

File No. 2127/2007

Deceased,

To Impose A Constructive Trust Upon The Proceeds
Realized From The Sale Of The Painting Known As
"Flags, Fifth Avenue, 1917" By Childe Hassam,
And For Other Relief.

----- X

WHEREAS, by Petition verified on February 15, 2008, petitioner The Metropolitan Museum of Art (the "Museum") commenced this proceeding against Anthony Marshall and the Estate of Brooke Russell Astor (the "Museum's Proceeding") relating to the sale during Mrs. Astor's lifetime of a painting by Childe Hassam known as "Flags, Fifth Avenue, 1917"; and

WHEREAS, the Attorney General was made a necessary party to the Museum's Proceeding as the representative of ultimate charitable beneficiaries of Mrs. Astor's estate; and

WHEREAS, the parties to the Museum's Proceeding agreed to an indefinite extension of the time within which the Respondents might file their answers or otherwise respond to the Petition; and

Ex. B

WHEREAS, the parties to the Museum Proceeding, among others, have entered into a Settlement Stipulation (“Settlement Stipulation”) resolving, *inter alia*, the probate proceedings commenced in connection with the Estate; and

WHEREAS, the Settlement Stipulation provides as follows with respect to the Museum’s Proceeding:

Bequest of the Painting to Metropolitan Museum; Dismissal of the Museum’s Proceeding. In full satisfaction of all claims by The Metropolitan Museum of Art (the “Metropolitan Museum”) with respect to the Painting and in full settlement of the Museum’s Proceeding, the Metropolitan Museum shall receive the sum of \$3,000,000 from the estate, payable within 10 business days after the date on which this Stipulation becomes effective as provided in paragraph 16 hereof. The Museum’s Proceeding shall be dismissed, with prejudice, by an order of the Court which shall be substantially in the form annexed hereto as Exhibit B.

NOW, on the application of the parties to the Museum Proceeding, it is hereby

ORDERED, that upon compliance with the terms and provisions of the Settlement Stipulation, this proceeding shall be dismissed, with prejudice.

Hon. Anthony A. Scarpino, Jr.
Surrogate