

From : Gouiran HOME (PARIS)

De : Emile E. GOUIRAN ESQ.

To : Gouiran HOME (USA) DJG

A : GOUIRAN Donna J.

page(s) : 3

Date : 18/12/95

**URGENT
PLEASE DELIVER
IMMEDIATLY**

Heure/Hour: 19:11

My dearest Donna,

I have your latest missive, wherein you ask that I advise Mr. Kaplan that the "market value" on November 2, for the bonds included in the personalty transfer, was \$834,933 and that as of this date there is another \$34,273 in accrued interest which is unpaid. I have no objection to doing so (and am doing so by copy of this fax to him and Gold), however, you need know that contrary to your assertion, that I "want to screw you at every turn...", I am simply following required General Accepted Accounting Principles, as would be applied by any court, which is to value securities (as such and not as cash) at the lower of cost or market, and to recognize accrued dividends or interest, only as and when paid (the accruals have of course not been paid to date.) I do not make the rules,

I deplore the aggressive nature of your communication.

I say again, that I will gladly inform Mr Kaplan of your compliance to that part of the agreement, as soon as I have the proceeds of the L account, and your letter certifying that there are no other "Non-US cash accounts". Clearly I can certify to nothing under the agreement until such time as "all" cash accounts have been transferred... that is a material condition of the agreement, and I cannot even begin to provide Kaplan with any other certification until that has occurred.

You persist in your desire to put yourself in serious jeopardy. I will again protect you. I am informing Mr Kaplan by copy hereof, that for purposes of the agreement, the securities and bonds forming a part of the personalty transfer, may be valued at the market if this pleases you. It simply does not make a difference as best I can tell.

You know, because I have told this to you repeatedly, that I will honor the agreement you so diligently pursued with the able assistance of your Golden Knight, and that I will do



(33-1) 45.49.30.69



/22 11 45 40 30 76



Boîte Postale 191
75263 PARIS, Cédex 06
FRANCE

12/18/95 04:10

TX/RX NO.0769

P.001

so to the letter. Of course, I have asked my attorneys, as you did yours, to enforce the agreement literally. There are simply things that we should not second guess the lawyers on... one of those things is the interpretation of contractual terms. I repeat your own statement to me, we each entered into this agreement willingly and with the assistance of independent counsel. Of course this does nothing to minimize the fact, that at the time you held such an economic choke upon me, that I scarcely had a choice... Oh well, I did sign it, and I suppose I am stuck with it.

Hence, as soon as I have the balance of the cash accounts (the L account and your written confirmation that there are no others), I will be in a position to certify that I have received "all" cash accounts. I will similarly inform Mr Kaplan of the character and nature of what I have received. Again, I will comply in every respect to the agreement, no less and no more. I ask that you do the same, and nowhere in that agreement is it contemplated that we threaten each other with criminal jeopardy. Indeed, I have done nothing but attempt to protect you against yourself. It is suicidal for you to enter the criminal arena under any terms. Moreover, I will make sure that you never have to "start proving things", in-as-much as I will gladly, for the sake of my love for you, confirm the information you could "prove". Even as you or I do so however, I see little change in the result. We have an agreement, we both signed it. We are each bound to it. I suggest we let Kaplan and Gold discuss it (but Gold refuses to return Kaplan's calls) and resolve things. I think the agreement is clear and

unambiguous.

Of course, I am perfectly ready to discuss any modifications you might want or need, and continue to pray that you will eventually respond in good faith to my several attempts at a negotiated and permanent peace.

As I see things, and the attitude of your lawyer, it is difficult to avoid the specter of civil litigation. I will do everything in my power to avoid this, and try still harder to keep you from burning yourself in the criminal area, where neither of us should be threading.

I note your status report on the L transaction, and stand ready to pick things up in Paris as soon as the funds are there.

Please consider my many faxes. I write them with love and devotion to you, yet with reality ever present. There is no dishonor or defeat here, only a situation and agreement that you cannot live with.

I am of course ready to refashion an agreement that you can live with, in peace, total economic security, and in surroundings (our home) that will perfect your lifestyle. I will provide generously for you, integrating the Keogh, to provide a substantial income. More than that you cannot honestly seek or strive for. I am confused by your steadfast and stubborn refusal to talk.

Call me when you are able to stay calm, and only to lightly chat, or intelligently seek a middle ground upon which we can both see and acquire

peace. It all depends on you.

I love you, sadly so.

