

GOFF AND GOFF

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October 17, 2001
Via telefax

Ms. Anne Cohen
DEBEVOISE & PLIMPTON
875 Third Avenue
New York NY 10022

Re: Yancey Loyless
Remington Model 700 30.06 Sprg. Rifle,
Serial #A3208527

Dear Anne:

This is to confirm that our settlement agreement in the above-referenced matter. Based on the several telephone conversations I have had with you, in exchange for the settlement of the suit as well as the return of the firearm in question, your client(s) has/have agreed as follows:

- 1. \$42,500.00 (check made payable to Yancey Loyless and Goff and Goff, Attorneys);
- ① 5343 2. One Remington Model 11-87 SPS Super Mag Camo, 12 gauge shotgun (Mossy Oak "Break Up" camo pattern; 28 inch barrel);
- 180 5337 3. One Remington Model 11-87 SPS Super Magnum, 12 gauge shotgun (28 inch barrel); and
- ① 9593 4. One Remington Model 11-87 20 gauge shotgun (26 inch barrel),

If all of the guns are not available, then let me know as soon as possible so we can discuss substituting items of comparable value in lieu of having to break our agreement. Inasmuch as time is of the essence due to the statute of limitations (we have not received a written memorialization of our tolling agreement) and because, as you say, I am such a neurotic, persistent so-and-so, I would appreciate it if you would sign this indicating you and your clients' agreement hereto and fax it on back today or otherwise indicate your understanding of the agreement.