

Friday, November 17, 1995

To: Lorita Ann Taylor

From: Sam Aurelius Milam III

Subject: Offer to Discuss Payments

I hereby extend to you an offer to discuss the possibility that I will make certain payments to you. However, this offer is limited by disclaimers, conditions, and prerequisites.

Disclaimers and Conditions

I do not hereby make any statement whatsoever regarding whether or not I am the father of your daughter.

I will neither provide any information that may be used against me nor bear any burden of proof.

I will not submit to any alleged jurisdiction or authority of Santa Clara County in this matter.

I will not discuss the matter with you in person or orally. Any discussion with you must be in writing.

I reserve the right to distribute any and all written material regarding this matter in any way that I choose.

I will not begin any discussion of payments until the below stated prerequisites have been satisfied.

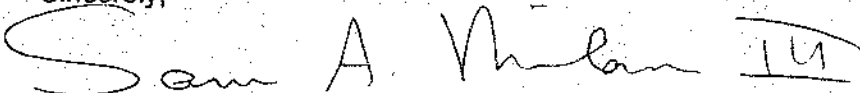
I will unilaterally terminate any agreement that we reach if you ever again, for any reason whatsoever, invoke against me the authority of Santa Clara County or of any other government agent or agency.

Prerequisites

- You must agree to repay the money that you borrowed from me between November 23, 1984 and January 25, 1986. I am willing to accept payment in the form of a balance adjustment against any payments that I may agree to make to you.
- Santa Clara County case DA004443 and any and all other cases attempted against me or which may be attempted against me in the same matter must be dropped.
- Santa Clara County account ID # 0000170371 and any and all other accounts established or which may be established in the same matter must be terminated.
- Any and all liens against my land or other property must be rescinded.
- Jack S. Cardinale, of Santa Clara County, California, must be disciplined for false written statements that he made regarding the alleged personal service to me of a summons that was not served to me at all, personally or otherwise.
- Karen Fisher Henderson, of Santa Clara County, California, must be prosecuted for perjury in the matter of a certain proof of service by mail in this matter that she signed and sent to me.
- The District Attorney of Santa Clara County must give me a satisfactory written apology for all misbehavior perpetrated in this matter by himself or by other agents of Santa Clara County.

If the above prerequisites are satisfied, then we may begin discussions toward an agreement whereby I will make payments to you. Otherwise, I will refuse to discuss the matter with you.

Sincerely,



Sam Aurelius Milam III

copies to:

George W. Kennedy, Santa Clara County District Attorney

Bianca Alvarado, Supervisor, Second District, County of Santa Clara

others....

Agreement Between Sam Aurelius Milam III and Lorita Ann Taylor

I, Sam Aurelius Milam III, hereby offer this Agreement to Lorita Ann Taylor.

This Agreement shall become binding and effective when all of the following three events have occurred:

- each page of the Agreement has been signed and dated by me
- each page of the Agreement has been signed and dated by Lorita Ann Taylor
- the Agreement has been returned to and received by me

Previous Agreement

The oral agreement that I previously had with Lorita Ann Taylor ended, by her voluntary action, on November 20, 1986. Since that date I have not had nor do I now have any obligation to make any payments whatsoever to Lorita Ann Taylor. I have made all payments and fully satisfied all obligations of that previous agreement.

Term of My Obligation Under this New Agreement

My obligation to Lorita Ann Taylor under this new Agreement shall begin on the first day of the first month after this Agreement becomes binding and effective.

My new obligation to Lorita Ann Taylor under this new Agreement shall end on the last day of the month in which any of the following events occurs, whichever occurs first:

- Lorita Ann Taylor gets married
- I die
- I am involuntarily deprived of the house or land that I presently occupy at 439 South White Road, near San Jose, California
- I am arrested, apprehended, or otherwise detained or questioned by any government representative or agent as a result of any action taken by Lorita Ann Taylor or on behalf of Lorita Ann Taylor
- The Santa Clara County case DA004443 or any related case is re-opened
- Katrina Marie Milam attains the age of 18 years
- Katrina Marie Milam dies
- Katrina Marie Milam gets married
- Katrina Marie Milam is otherwise emancipated

—continued—

Agreement void if marked or modified above this line

This Agreement is offered by

Sam Aurelius Milam III

on

date

Witness (optional)

This Agreement is accepted by

Lorita Ann Taylor

on

date

Witness (optional)

Amount of My Obligation Under this New Agreement

I will accept an obligation in the amount of \$220.00 per month, in accordance with all terms, conditions, and limitations stated in this new Agreement.

Conditions of My Obligation Under this New Agreement

Neither Santa Clara County nor any other government agent or agency has any jurisdiction whatsoever over this obligation or Agreement.

Neither Santa Clara County nor any other government agent or agency has any authority whatsoever to acknowledge, review, oversee, enforce, or otherwise take cognizance of this Agreement.

I will pay whatever I can afford to pay on each particular month during the term of my obligation under this Agreement. The difference between the amount of the obligation and the amount that I pay will be a debt. I will maintain an accurate record of this debt.

When the amount of the debt first equals or exceeds \$1134.83, then the amount of \$1134.83 shall be forgiven from the debt. The debt, in an exactly equal amount, that Lorita Ann Taylor owes to me will also be forgiven at that time. Afterward, the difference between the amount of my obligation under this Agreement and the amount that I pay shall be a debt, and will again accumulate.

After the end of the term of the obligation under this Agreement, I will continue making payments as during the term of the obligation until the debt is fully paid.

Each month, I will provide to Lorita Ann Taylor an accurate record of the amount of the debt. Her failure to object to the accuracy of any such notification within 30 days of receipt of it shall constitute agreement to the accuracy of the notification.

In the event of my death during the term of the obligation defined hereon, that obligation shall be terminated and shall not accrue to my estate.

In the event of my death, the debt defined hereon and accumulated at the time of my death shall accrue to my estate.

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Agreement void if marked or modified above this line

This Agreement is offered by

Sam Aurelius Milam III

on

date

Witness (optional)

This Agreement is accepted by

Lorita Ann Taylor

on

date

Witness (optional)

Friday, May 17, 1996

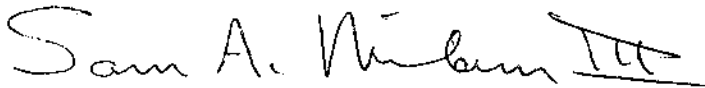
To: Lorita Ann Taylor
c/o Florence Taylor
2583 Vista Verde Drive
San Jose, California 95148

In a letter to you dated November 17, 1995, I made an offer to negotiate child support payments for your daughter. It has now been 6 months since I made that offer. I have not received a response from you.

I presently do not have an obligation to make payments to you. I will have such an obligation only after we make an agreement. This means that I will make payments only for the time between the date that we sign an agreement and the date of her eighteenth birthday. Obviously, the longer you wait to make an agreement with me the less money you will eventually get from me. It's therefore to your advantage to comply as quickly as possible with my prerequisites as defined in the letter of November 17, 1995. After those prerequisites have been satisfied, we can negotiate an agreement.

I will not communicate with you orally. Respond in writing only.

Sincerely,



Sam Aurelius Milam III
439 South White Road
San Jose, California 95127

copies to:

Charles P. Gillingham, Sheriff, County of Santa Clara
George W. Kennedy, District Attorney, County of Santa Clara
Jorge Perez, Investigator, County of Santa Clara
Blanca Alvarado, Supervisor, Second District, County of Santa Clara
Los Angeles Times
Metro
San Jose Mercury News
San Mateo Times
others....