

---

**From:** Valeria Chomsky [REDACTED]  
**Sent:** Monday, July 3, 2017 1:59 AM  
**To:** jeffrey E.  
**Subject:** Fwd: taxes

This is what Noam was thinki=g about, yesterday after midnight.

This is becoming intolerable.=I haven't gotten involved at all in this discussion because I think is=their business, but as I see it affecting my husband's health, I am go=ng to put a stop on this myself. This pressure is going beyond the limits.=/div>

Valeria  
</=iv>

----- Forwarded message -----

F=om: Noam Chomsky  
Date: Sun, Jul 2, 2=17 at 12:18 AM  
Subject: Re: taxes  
To: Avi Chomsky , Diana Chomsky , =arry Chomsky  
Cc: Valeria Chomsky

I should make it clear to start with that none of this bears on our =ecision to move to Tucson. That has quite different motives.

We do of course have to face our financial situation: rel=ance on a diminishing IRA (and another very small one) with no access to o=her funds, and the burden of paying for an apartment that I agreed to buy =nly on the mistaken assumption that the cost would be paid by the Lexington= house.

What we're discussing is something else: the nat=re of the loan from the Trust.

The final version of th= Promissory Note that was provided to me reads as follows:

<=iv>"Interest on the balance outstanding shall be payable at a rate equal to the highest rate in effect from time to time on any one or more loans outstandi=g

=span style="color:rgb(40,40,40)">between-Lender and [insert full name of Pershing entity], or if n= such loans are in existence, then the rate shall be fixed at the so-called Mid Term Applicable Federal Rate in effect =t the time, recalculated monthly in accordance with Section 1274(d) of the Internal Revenue Code, or any suand=the actual number of days elapsed."

There is nothing here, =r elsewhere in the document, that restricts it to the brief period before =he sale of the Lexington house.

I have no information at all about having received any DNI. If there is such information, it should be sent to me so that I can use it for our own plans.

I don't see much point in a meeting. It seems to me that all of this can be cleared up in writing.

D

On Sat, Jul 1, 2017 at 7:32 PM, Diana Chomsky wrote:

Hi, thanks for your reply.

We are very, very concerned that you are not understanding and not getting help in understanding what is happening with your finances. Your responses below only increase our concern. The three of us are not able to serve as financial advisors. We urge you strongly to speak directly with Max so that he can clarify what he says in the Memo and explain what the Promissory Note language means.

Just to give you one example of our concern: You focus on one phrase: that the interest will be "not the highest rate in effect." But you are taking those words out of context. We really don't think we should be trying to explain these details to you, but to try to summarize: this phrase applied to the double nature of the loan—the Marital Trust had to borrow money from Pershing to make the loan to you, until the Lexington house was sold. The phrase you quote applies only to that brief period, and has no impact on the interest accruing now or in the future.

We can see why focusing on those six words would make you angry. But the six words mean nothing in and of themselves (i.e., what rate is "in effect"?). But instead of doing the logical thing—getting the full information—you are just so angry that you refuse to find out the truth.

Again, this is just one example of where you are stating conclusions based on faulty or incomplete information. There are explanations for your other issues as well (how the DNI is paid to you, how the interest payments can be made, etc) but rather than us trying to summarize the information for you here, we think it would make more sense for you to discuss them with the people who set all of this up, in the context of a broader conversation. Reading your response only redoubles our sense that you are simply misreading important elements of your entire financial situation, and that you are making big decisions based on faulty information. We feel that you have painted yourself into a corner, in which you arrive at the worst possible interpretation of complex legal language, and then refuse to speak with the very people who could explain it to you, and just get angry at them based on your misinterpretations.

We beg you once again to meet with us and with the people who set up the Trust, the loan, etc., to clarify these issues.

Love, Avi, Diane and Harry