
From: jeffrey E. <jeevacation@gmail.com>
Sent: Monday, July 3, 2017 10:23 AM
To: Valeria Chomsky
Subject: Re: taxes

I understand. the marital trust document=? if he is required to pay interest to the trust and receive i= back that means that he is a beneficiary of the trust.. =A0 if it is the 30k . I will pay it myself. no problem.=C2 his health is most important. will he allow =e to talk to them or their representative. . or my very =ind gently person called rich kahn that works for me in these situat=ons. . I think the whole situaiton is very unfair =o noam. and would like to take part in its solution. val=ria . this is what i do , it is not a burden nor should you bo=h feel in any way awkward about it.

On Mon, Jul 3, 2017 at 3:59 AM, Valeria Chomsky [REDACTED] <mailto:[REDACTED]> wrote:

This is what Noam was thinking about, yesterday a=ter midnight.

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

=div dir="ltr">
Valeria

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

From: 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

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

There is nothing here, or elsewhere in the document, that restricts it to the brief period before the 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 "at 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

--

=A0 please note

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of JEE. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to jeevacation@gmail.com, and destroy this communication and all copies thereof, including all attachments. copyright -all rights reserved

--94eb2c0d8f8ac3a95705536727c1-- conversation-id 39303 date-last-viewed 0 date-received 1499077397 flags 8590195713 gmail-label-ids 7 6 remote-id 726427