From: Foglietta, Joy A
To: "Alan Rose"; O"Connell, Brian M.
Cc: Eliot Ivan Bernstein; Eliot Ivan Bernstein; Eliot Ivan Bernstein; John P. Morrissey; Ted Bernstein; Peter J. Feaman, Esq.
Subject: RE: Sale of St. Andrews--Lighting Fixtures
Date: Friday, May 29, 2015 1:51:12 PM

Mr. Rose,

We are in receipt of your below email. As requested in my emails to you on March 24, 2015, we are once again asking for a copy of the contract for sale so that we can respond to your email below.

Best,

Joielle A. Foglietta, Esq.
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From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Friday, May 29, 2015 1:31 PM
To: O'Connell, Brian M.; Foglietta, Joy A
Cc: Eliot Ivan Bernstein; Eliot Ivan Bernstein; Eliot Ivan Bernstein; John P. Morrissey; Ted Bernstein; Peter J. Feaman, Esq.
Subject: RE: Sale of St. Andrews--Lighting Fixtures

To All:

I have spoken to Mr. Feaman, as a potential claimant/creditor, and he has advised that he has no objection to leaving the three lighting fixtures in the house, and escrowing the from the same the appraised value of $1,325.

Four of five of the personal property beneficiaries (Ted, Pam, Lisa, Jill) have advised that they have objection either, so the only potential holdout appears to be Eliot, although he has not responded in any way to my email below.

The PR apparently has no personal objection to what I have proposed, so long as Eliot would agree, but apparently is unwilling even to ask Mr. Eliot Bernstein (as the lone objector and holdout) to change his mind and do the right thing, so here goes:

TO Mr. Eliot Bernstein,
Please do the right thing here and agree to the sale of the fixtures, with the money held in escrow. You may recall, with your son's KIA we agreed you could have the KIA immediately and if there was a dispute later as to whether this was a proper and completed gift, the issue could be decided then. Please show the beneficiaries, your sons, nieces and nephews, the same courtesy on this issue, rather than continue to burn estate and trust assets.

If Eliot is unwilling to agree, the Trustee nevertheless requests and demands that the PR do the rational and reasonable thing.

Alan

From: Alan Rose
Sent: Thursday, May 28, 2015 9:10 AM
To: 'O'Connell, Brian M.'; 'Foglietta, Joy A'
Cc: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'; 'John P. Morrissey'; 'Ted Bernstein'; 'Peter J. Feaman, Esq.'
Subject: Sale of St. Andrews--Lighting Fixtures

This email is intended to address solely the lighting fixtures (three chandeliers) affixed to the house at 7020 Lions Head Lane in St. Andrews Country Club.

I believe there is or could be a disputed issue whether these lighting fixtures are owned by the Shirley Bernstein Trust, because they are affixed to the house, or by the Estate of Simon Bernstein, which owns all of the personal property located within the house. The value of the chandeliers is low – $1,325 in total for all three – meaning this is an issue that does not warrant the amount of professional time and expense it will take to resolve it through litigation. The purpose of this letter is to propose a logical and fair solution, and to request that the PR implement this proposal, or a logical and reasonable alternative, asap.

The Trustee of the Shirley Bernstein Trust recommends to all that the chandeliers be sold as is, where is, with the House, which is set to close on June 10th. The appraised value, $1,325, can be held by the Trustee pending further proceedings or can be paid-over to and held by the PR after the closing.

If the chandeliers do not go with the house, they will have to be (I) removed by a professional electrician, (ii) packaged moved and stored, and eventually (iii) either sold or given to someone. All five of Simon's children have furnished houses and are not in need of these chandeliers. These are not items of artistic significance or high monetary value. They simply are ordinary items as established through two independent appraisers, at $1,325 total.

As I understand it, Eliot demanded that the chandeliers be given to him. I think that would be a huge mistake and a logistics nightmare, as explained below, but in any event Eliot

refused the offer. It is my understanding that Simon and Shirley arranged to buy a home for Eliot's family to live, furnished that home (presumably with light fixtures), and allowed Eliot to live in the home for free. For whatever reasons, the home is not owned by Eliot, but is in a limited liability company, with Simon (now the Estate) retaining the bulk of the equity value by holding a $365,000 second mortgage against the property. That is a non-performing asset which has been allowed to waste away under the direction of the Estate's PRs, Curator and now Successor PR.

It makes no sense to undertake significant expense to remove the fixtures from their current place in the house, and store them for some indefinite time period. And, while the PR is incurring those fees, the Trustee will be forced to give a credit to the buyer. I realize that Eliot is not concerned about the economics of any issue; however, I'm sure the ten grandchildren would be so concerned as must the fiduciaries.

Specifically, there'll need to be some downward adjustment of the purchase price of the house if the chandeliers are not included. I expect it will cost the Trust far more than the appraised value by way of a set off or credit, because the buyer not only will need to buy three new fixtures, at retail (not depreciated, used value as are the existing three chandeliers), and also have them delivered and professionally installed by licensed electrician. Second, the PR of the Estate will incur real expense in the process of removing, packing, moving, storing, and then again moving the chandeliers to a devise or final owner. With legal fees and costs, this issue if not logically and rationally resolved, likely will end up costing the ten grandchildren $10,000 or more when all is said and done.

The only sensible thing to do is to have the Shirley Bernstein Trust sell the chandeliers and hold the $1,325. In one sense, the least expensive solution would be for the Trust to buy the chandeliers from the Estate, for the full appraised value of $1, 325. Those funds would be segregated and held by the PR, and a later date the Court can be determine who ultimately gets these funds as between: (i) the Shirley Trust; (ii) the Simon Estate, subject to priority of (a) the PR's professional fee, if the PR has not been paid in full from other sources; (b) the creditor, Stansbury; (c) the intended beneficiaries of the personal property, Simon's five children, in equal shares; or (d) someone else. Under this proposal, there will be no further legal fees, no electrician expenses, and the 10 grandchildren will be in the same place they are right now because otherwise the Shirley Trust (of which they are beneficiaries) will need to give a cash credit at closing to the buyers, which likely will exceed $1,325, and the Simon Estate (of which they are the beneficiaries) will incur expense after expense.

What Ted as Trustee has proposed is an absolute win-win-win for everyone, and accounts for the disparate interests of the creditor, the fiduciary and the personal property beneficiaries. It also protects the assets in the estate, by avoiding incurring additional and untold expenses litigating who owns this relatively worthless property.

I realize this is a lengthy email to deal with what is a fairly simple issue in the scope of this case. But this issue is a microcosm of what Eliot has done and will continue to do to these

estates and trusts. If anyone has a more practical or logical proposal, other than simply giving everything to Eliot or giving into every one of his demands, the Trustee is open to hear it. We look forward to hearing from everyone, especially the PR, as soon as possible.

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