



From: Cantrill, Tom <tcantrill@hunton.com>
Sent: Monday, July 18, 2011 1:50 PM
To: Gary Stolbach <stolbach@gpm-law.com>
Cc: Lyle D. Pishny (lpishny@lathropgage.com); Eichman, John <10932@hunton.com>; Susan H. Novak (susan.h.novak@jpmchase.com)
Subject: RE: Estate of Max D. Hopper -- Tangible Personal Property Issues and Real Estate Conveyances [CT-INTERWOVEN.FID1432965]

It is community property, and that is not questioned. We will convey the property in undivided interests to Jo (50%), to Laura (25%) and to Stephen (25%) all subject to the existing mortgage. Jo has a homestead right, but I don't think that needs to be mentioned in the deed. We do plan to proceed with this as soon as we get matters settled with the mortgagee absent some tangible evidence that the parties have agreed, or are about to agree to an alternative plan of disposition. That can be evidenced by a joint (or separate) communication from counsel from both sides. I would think the children would support this to eliminate the argument that administrative expenses of maintaining the property have to be shared in accordance with normal estate maintenance rules. As you know, we have suggested using 12/31 as the cut off for this sharing, which is something you might object to on behalf of the children, but Jo has not agreed to any particular date for shifting to more customary life tenant rules being applied to continuing expenses.

Tom

From: Gary Stolbach [mailto:stolbach@gpm-law.com]
Sent: Monday, July 18, 2011 9:26 AM
To: Cantrill, Tom
Cc: Melinda Sims; lpishny@lathropgage.com; {F1432965}.Interwoven@dms.GPMLAW.LAW
Subject: RE: Estate of Max D. Hopper -- Tangible Personal Property Issues and Real Estate Conveyances [CT-INTERWOVEN.FID1432965]

Tom, what conveyance of the Robledo property are you proposing, exactly?

GS

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Sent: Monday, July 18, 2011 8:33 AM
To: mgraham@thegrahamlawfirm.com; jjennings@erhardjennings.com; Gary Stolbach; lpishny@lathropgage.com
Cc: susan.h.novak@jpmchase.com; Eichman, John; janet@erhardjennings.com
Subject: RE: Estate of Max D. Hopper -- Tangible Personal Property Issues and Real Estate Conveyances

Counsel

With the flurry of emails on Friday I wanted to be sure I was proceeding on the correct path today.

The Administrator has stated the golf clubs and wine would be distributed in equal undivided interests if not contrary agreement was reached by 7/15. Jim wrote us on the afternoon of the 15th (even before I sent my email, but I hadn't seen Jim's when I sent mine) saying there were talks but insufficient progress, and he wanted us to proceed. There was a subsequent email from Jim which appears to extend that deadline until today. Just so the

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Administrator can be sure we know your position, we will not take steps to make an assignment of undivided interests for either the wine or the golf clubs until counsel for either side requests that we do so. But if we get such a request we will start the process of making assignments in undivided interests even if the other side objects.

We have the Lufkin property and its contents. We had not secured a formal contents appraisal because we did not believe the cost in doing so was justified. We have received criticism for not doing so. Consequently, I will ask Susan to secure an appraiser starting on Wednesday of this week to have such a contents appraisal prepared. We will give you until Wednesday morning to request us not to do so. We cannot convey the Lufkin property until we solve the contents issue, because we must have access to the property to conduct the appraisal. Our suggestion is that we convey the Lufkin property to the children subject to Mrs. Hoppers life estate in one third, and that we convey its contents one third to Mrs. Hopper and two thirds to the children (undivided interests), and if that is acceptable, and both Mrs. Hopper and the children waive the need for the Administrator to secure a contents appraisal, we can proceed more rapidly with the conveyance.

We are going to proceed with the conveyance of Robledo, but only after contacting the mortgagee and getting a consent under the due on sale clause. This is an active project, and we will halt the process only if requested by counsel for both parties.

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