

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION

In Re:

ULRICH FELIX ANTON ENGLER

Case No. 9:08-bk-04360-MGW

Debtor.

APPLICATION TO EMPLOY ART ADVISOR FOR TRUSTEE

COMES NOW the Trustee, ROBERT E. TARDIF JR., and hereby makes application to this Honorable Court to employ Winston Art Group, 41 East 57th Street, 29th Floor, New York, NY 10022, a disinterested party, to provide advisory, consulting and sales services with respect to the sale of various gemstones, including diamonds, sapphires and rubies, and various jewelry and coins belonging to the estate of the Debtor. Winston Art Group will obtain and negotiate terms for consignment and auction sale of the assets at auction houses as well as solicit bids from private buyers. Winston Art Group will be paid a commission of 10% of the sale price of the assets plus reasonable out-of-pocket expenses.

Verified Statement

I, Elizabeth von Habsburg an authorized officer and/or representative of Winston Art Group, proposed art advisor for the Trustee in the above-captioned case, declares under penalties of perjury that the company is rendering services, subject to the Court's appointment for the Trustee in said cause, and that the company has not and will not in any guise or form agree to share compensation for such services with any person, and the company has no connection with the debtor, creditors, or any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee other than the company previously conducted an appraisal of the assets for the Trustee.

Dated this 31st day of October, 2013.

Winston Art Group

By: Elizabeth von Habsburg
Managing Director



Molly Sober 10/31/13

MOLLY JOY SOBER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6265927
Qualified in New York County
My Commission Expires July 23, 2016

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished electronically to the Assistant United States Trustee, 501 E. Polk Street, Suite 1200, Tampa, Florida 33602 on December 26, 2013.

/s/ Robert E. Tardif Jr.

Robert E. Tardif Jr., Trustee

P.O. Box 2140

Fort Myers, Florida 33902

Telephone: 239/362-2755

Facsimile: 239/362-2756

Email: rtardif@comcast.net

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May 10, 2013

Estate of Ulrcih Felix Anton Engler
C/o Mr. Robert E. Tardif, Jr.
Email: rtardif@comcast.net

SALES ADVISORY – ENGAGEMENT LETTER

This agreement is made effective as of May 9, 2013, between Winston Art Group (hereinafter referred to as "Advisor") and Estate of Ulrcih Felix Anton Engler C/o Mr. Robert E. Tardif, Jr., (hereinafter referred to as "Client").

WHEREAS, Advisor is engaged in the art advisory business, and possesses professional skills, expertise, experience and information with respect to works of art; and WHEREAS, Client wishes to retain Advisor to advise it with respect to the sale of the works of art described as follows (hereinafter referred to as "Art Property"):

(see attached listing)

NOW THEREFORE, the parties hereto agree as follows:

1. **Advisory Services.** Advisor will obtain and negotiate terms for consignment and auction sale of Art Property at auction houses, as well as solicit bids from private buyers, and make recommendations to Client for the sale of Art Property.
2. **Warranties:** Client represents and warrants that it is sole and absolute owner of the Art Property and has full right to sell and transfer name, and that the Art Property is free and clear of any and all liens, mortgages, security interests or other encumbrances; and further agrees to indemnify and hold Advisor harmless from any and all demands, claims, suits, judgments, or other liability (including all expenses incurred by Advisor in connection therewith) asserted by or awarded any person or entity arising by reason of Client's ownership, possession and sale of Art Property.

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- 3. Advice. Advisor does not warrant the authenticity, description, condition or value of an Art Property sold by Client on advice received from Advisor.
- 4. Insurance. Client will continue to cover the work under Client's own insurance policy and provide Advisor with a waiver of subrogation from Client's insurance company, or, Advisor will cover the work under Advisor's insurance policy at a fee of one percent (1%) of the hammer price or mid pre-sale estimate if unsold, payable upon sale of the work or prior to return of the work. Insurance shall commence when the above-mentioned work of art is received by Advisor and shall terminate when the above-mentioned work of art is returned to Client or sold.
- 5. Auction Fees. Client agrees to engage Advisor to negotiate auction consignment terms for Art Property. Advisor will negotiate the lowest possible fees and commissions and in consideration of the Advisor's services, the Client agrees to pay Advisor commission of ten percent (10%) of the sale price of the Art Property at auction in addition to the seller's commission charged by the auction venue. Additional fees for insurance, illustration, and shipping will be charged for the property being sold through auction and Advisor will negotiate the lowest possible fees for these services. Should the property fail to sell, the Client does not owe commission to Advisor unless the Art Property is re-offered and subsequently sold. ~~All fees will be deducted from the proceeds of the sale. Proceeds will be sent by check from Advisor to Client following each sale and made out as follows.~~ *AK*

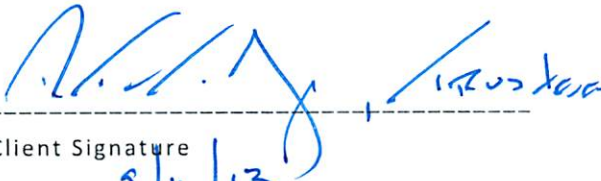
Should Client prefer a wire transfer of fees, there will be a fee of \$25 per wire transfer. Wire transfer instructions are as follows:

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6. **Private Sales Fees.** As your agent, Advisor will contact independent interested buyers, arrange to show the property, and work to achieve the highest proceeds possible, as individual circumstances allow. In return, Client agrees that Advisor shall be sole agent in the sale of said property, in the knowledge that once an understanding is achieved with a probable, or successful, buyer as to purchase price, any changes in the specifics of the sale may alter the terms of the sale as a whole. Upon settling on a buyout offer, payment shall be made directly to Client. Advisor shall be compensated in the form of a commission from Client in the amount of ten percent (10%) of the purchase price of Art Property.
7. **Expenses.** Client agrees to reimburse Advisor for all reasonable out-of-pocket expenses relating to the sale of Art Property, with a 10% convenience surcharge added for engaging third party vendors, and shall be billed to client upon completion of the sale. Additionally, Client will be responsible for the cost to ship Art Property to Advisor and the cost to return the property if it is unsold.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and no modification shall be effective unless made by a supplemental agreement in writing, executed by both of the parties hereto.
9. **Once a sale venue is selected,** Client will read and agree to the selected venue's contract, and will initial each page of the contract, as well as sign this contract below to acknowledge agreement to the terms as noted.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates noted below.



Client Signature
2/11/13

Date

Advisor Signature

Date