

From: Lesley Groff <[REDACTED]>
To: Larry Visoski Larry <[REDACTED]>
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]
Date: Tue, 25 Oct 2016 12:14:24 +0000

just sent you the passport...thanks for the info on where the appointment is!

On Oct 25, 2016, at 8:10 AM, Larry Visoski <[REDACTED]> wrote:

Hi Les.,

Could you send a photo of JE's passport,,

I need to give to BBJ broker for JEs viewing of BBJ on Thursday now at 11:30am at JFK.,
FBO at JFK is:

SheltAir

GA General Aviation Terminal

Building 145

Jamaica NY 11430

Tell Januiz to follow signs for GA or General Aviation Terminal at JFK airport entrance.,

[REDACTED] phone

Thx

Larry

Sent from my iPhone

Begin forwarded message:

From: "jeffrey E." <[REDACTED]>
Date: October 25, 2016 at 7:50:26 AM EDT
To: Larry Visoski <[REDACTED]>, [REDACTED]
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

passport is required for intl charter op. its ok

On Tue, Oct 25, 2016 at 7:26 AM, Larry Visoski <[REDACTED]> wrote:

Claire wants a copy of your passport,

Also seller is very adamant that DAR look at BBJ while in JFK, makes me sense

Pls advise on response regarding passport info,? There is no reason to show a passport to her, only ID
required is shown to Port authority at JFK maybe?

Sent from my iPhone

Begin forwarded message:

From: Claire Brugirard <[REDACTED]>
Date: October 25, 2016 at 3:26:18 AM EDT
To: Larry Visoski <[REDACTED]>
Cc: Darren Indyke <[REDACTED]>, Rob DiCatri <[REDACTED]>, Ashok Kumar <[REDACTED]>, "Husham Osman" <[REDACTED]>, "Nelson, Michael" <[REDACTED]>
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Larry,

1. Yes, we can confirm this visit on Thursday, 27th Oct at 11:30 Local. Please send me the passport copy of your boss so that we can submit all documents together.
2. Could you also please put us in contact with your DAR as we would like to suggest to have him look at the aircraft whilst it is in New York in order to see if there are any major issues with qualifying the aircraft for US Certificate of Airworthiness.

Many thanks in advance.

Best Regards,

<image001.png>

<image002.png> **Claire Brugirard**
Sales Manager



<image003.jpg><image004.jpg>

From: Larry Visoski [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Monday, October 24, 2016 4:34 PM
To: Claire Brugirard

Cc: Darren Indyke; Rob DiCastri; Ashok Kumar; Husham Osman; Nelson, Michael
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Hi Claire,

Thank you for update:

I would like to schedule the BBJ Viewing for my Boss, Eric Roth and Jay Massar for Thursday at 11:30am at JFK.

Could you confirm?

Thank you,

Larry

Sent from my iPhone

On Oct 24, 2016, at 6:56 AM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren,

Dear Larry,

We are now planning to have DFR in New York (KJFK) from 26th Oct until 2nd Nov inclusive.

Would it be possible to arrange during this time for your DAR to come and see the aircraft and provide feedback as to whether it can be qualified to obtain a US Certificate of Airworthiness?

Husham can also send any relevant documentation digitally to the DAR beforehand in case this would be needed.

Awaiting your feedback.

Best Regards,

<image001.png>

<image002.png> **Claire Brugirard**
Sales Manager



Mobile: [REDACTED]
[REDACTED] | [REDACTED]

[<image003.jpg>](#)[<image006.jpg>](#)

From: Nelson, Michael [REDACTED]
Sent: Thursday, October 20, 2016 10:42 PM
To: Darren Indyke
Cc: Larry; Rob DiCastri; Claire Brugirard; Ashok Kumar; Husham Osman
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

Thank you for your email below.

Please find attached a revised draft of the Aircraft Purchase Agreement (in clean and red-line).

Please note the following comments:

1. **Section 2(a)(v):** Royal Jet can't agree to rectify prior to delivery ADs and SBs with a compliance date far in the future. As a compromise, they can agree to rectify prior to delivery those ADs and SBs with a compliance date on or before 31 December 2016.
2. **Section 2(a)(viii):** Royal Jet proposes "*major damage history outside manufacturer's tolerances*".
3. **Section 2(a)(xi):** The determination by the DAR of the aircraft being able to obtain a US certificate of airworthiness is still under consideration by Royal Jet. Notwithstanding the US\$500,000 threshold on rectifications, Royal Jet is not keen to proceed where the extent of those rectifications will be subject to a DAR whose guidelines are unknown to Royal Jet. I understand that Claire from Royal Jet has been liaising with Larry on seeing the aircraft when it is in New York on 26 October. Would it be possible for a DAR to see the aircraft then to narrow the issues on this point? It may be helpful for the DAR to do this in order that the parties know if there is, in fact, any issue here and can then proceed accordingly.

4. **Section 3(d):** Royal Jet are unable to permit the Purchaser's representatives to "*participate in*" and "*assist with*" the pre-purchase inspection (but they are, of course, welcome to "*observe*"). This would not be appropriate for third parties to do, but there are also legal certification issues to consider.
5. **Section 3(e):** We propose that we compromise on a flight test duration of 2 hours. In addition, further flight tests should only be undertaken to check the rectification of discrepancies if that is necessary to evidence such rectification pursuant to the manufacturer's maintenance manual.
6. **Section 3(g) and (h):** We have followed the acceptance process set out in the LOI. The Purchaser should not have discretion to accept the aircraft regardless of its compliance with the Delivery Condition. Further, if the Purchase fails to participate in the acceptance process, it should be deemed to have technically accepted the aircraft (subject to rectification of discrepancies).
7. **Section 3(i):** Royal Jet can't agree to its failure "*to agree to*" a discrepancy being grounds for termination. Classification of discrepancies should be objective.
8. **Section 5(e)(i):** The provision in relation to the Escrow Agent receiving "*notice of any lien, claim or encumbrance asserted by any third party*" as preventing closing is not acceptable. Liens, claims or encumbrances registered with the International Registry is different, but if the Escrow Agent receives an unsubstantiated claim from an unknown third party, that should not delay closing and it is unusual to include a provision like this. The Purchaser is, of course, receiving warranties as to title free from liens claims and encumbrances from Royal Jet pursuant to the Warranty Bill of Sale.
9. **Section 8(a) (now deleted):** The Purchaser will have an opportunity to inspect the records during the pre-purchase inspection. Any issues and discrepancies can be raised then, but Royal Jet can't give warranties as to condition which survive closing (generally, the only warranties that survive closing in relation to the aircraft should relate to title).
10. **Section 14:** We have now included a mirroring indemnity from Royal Jet to Purchaser for issues prior to delivery to coincide with the indemnity from the Purchaser to Royal Jet for issues after delivery. That is not unusual. In relation to the post-delivery insurances, [REDACTED] request that you check with your insurance broker that they can comply with this (normally, there is no issue adding another party as an additional insured at no cost). From Royal Jet's perspective, it is not uncommon in the aviation industry for a purchaser to arrange for a seller to be named as an additional insured as, from a seller's perspective, whilst they usually have the benefit of an indemnity, the strength of that indemnity may be limited and, as liabilities arising from aircraft accidents to passengers and persons on the ground may be extremely high, a seller will invariably insist on insurance protection. A period of two years is the industry norm (the underlying theory being that during this period the aircraft will undergo a major overhaul and the possibility of a third party being able to sustain a claim against a seller for a post-sale accident is considerably reduced).

Please note that the revised draft remains subject to the further review and comment of Royal Jet.

We look forward to hearing from you (particularly in relation to point 3 above as this may help progress in relation to the DAR / US certificate of airworthiness issue).

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co


<image007.png>

PO Box 7001 | Rolex Tower | Sheikh Zayed Road | Dubai, UAE
Main

Winner, Law Firm of the Year 2016, The Lawyer

<image008.png> Follow us on twitter [@AviationClydeCo](https://twitter.com/AviationClydeCo)

Airline Economics Law Firm of the Year (2016)
Who's Who Legal Aviation Firm of the Year 2005 - 2016

From: Darren Indyke [<mailto:>]
Sent: 19 October 2016 02:27
To: Nelson, Michael
Cc: Larry; Rob DiCaster; Claire Brugirard
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Mike,

Please see below my comments to the last draft of the Purchase Agreement. Please note that in the interest of saving time, I am sending the draft to my client (with whom I have not discussed it) at the same time that I am sending it to you. The attached revision is therefore subject to further comment and revision after I have had an opportunity to discuss it with my client.

1. Would you please send me directly the most recent version of Exhibit A, which includes a reference to the two Auxiliary Fuel Tanks.
2. I have made certain changes to your revisions imposing limits on the Pre-Purchase Inspection based on my consultation with the DAR. They are noted on the attached document.
3. I have made delivery condition changes as marked on the attached document based on my consultation with the DAR as well.
4. Although I can understand why you would wish to exclude the administrative aspects of FAA registration from the purchase agreement, I cannot agree that an FAA Registration qualified aircraft need

not be delivered. Items which would cause the Aircraft not to qualify are to be considered Discrepancies. Ultimately if the cost to achieve that compliance is more than \$500K you have the option of walking away without reimbursing me. Since you agreed to that Threshold, I believe this requirement is reasonable.

5. I agree that discrepancies should not be based on aesthetic issues, like the wood. However, my client's discretion to accept (with or without Discrepancies to be corrected) or reject, should not be tied to whether its reasons qualify as Discrepancies, particularly in light of the unanticipated issues (that were not strictly Airworthiness items) already discovered. The incentive not to walk away is already built in because my client will be paying for the costs and expenses of the Pre-Purchase Inspection.

6. In the same way that the Purchaser is required to accept (with or without correction of Discrepancies) or reject the aircraft with a notice, the Seller should be required to give notice of its intentions to proceed or not after receipt of a technical acceptance certificate. The same two business days notice should apply to the Seller after it gets a Certificate of Technical Acceptance.

7. The imbalance of no warranties other than title and generally no post closing obligations for the Seller but a requirement of a continuing indemnity and insurance obligation for the Purchaser is unacceptable. I have never agreed to such post closing obligations.

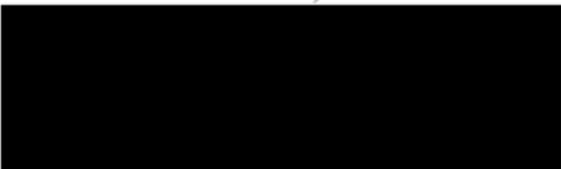
8. I also noted that you did not wish for Seller to provide any representation as to the truth, accuracy and completeness of the Aircraft records. Is there a reason for this?

9. I will have to discuss your insistence on England and Wales as the governing law. Neither party is a citizen of England or Wales and most of the financial risk until closing is on the Purchaser. I have typically insisted on Purchaser's jurisdiction for governing law, but will ask about England and Wales.

I look forward to hearing from you regarding the foregoing and the attached revision.

Best,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC



Mobile [REDACTED]
email: [REDACTED]

Clyde & Co LLP is a limited liability partnership registered in England and Wales under number OC326539. A list of members is available for inspection at its registered office The St Botolph Building, 138 Houndsditch, London, EC3A 7AR. Clyde & Co LLP uses the word "partner" to refer to a member of the LLP, or an employee or consultant with equivalent standing and qualifications. Authorised and Regulated by the Solicitors Regulation Authority. Qatar Financial Centre Branch licensed by the Qatar Financial Centre Authority.

LEGAL NOTICE: This email and any attachments are confidential and may also be privileged. If you have received this message in error, please (a) notify the sender immediately, (b) destroy this email and any attachments, and (c) do not use, copy, store and/or disclose to any person this email and any attachments.

--

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