

From: Darren Indyke <[REDACTED]>

To: Jeffrey Epstein <jeevacation@gmail.com>, Larry Visoski <[REDACTED]>

Subject: Fwd: Privileged and Confidential

Date: Mon, 03 Aug 2015 04:50:49 +0000

Attachments: LOI_-_for_N737L,_BBJ_SN_30751,_Plan_D,_LLC_to_Shandra_Investment.doc

Wanted to make sure you got this. Please advise. Thanks.

Sent from my iPhone

Begin forwarded message:

From: Darren Indyke <[REDACTED]>

Date: August 2, 2015 at 10:59:48 PM EDT

To: "jeffrey E." <jeevacation@gmail.com>, Larry Visoski <[REDACTED]>

Subject: Privileged and Confidential

Hi, Jeffrey. Attached is an LOI for the BBJ from Plan D to Shandra Investment using substantially Ali's format.

Larry mentioned that the asking price was \$28MM, I used that price and dated the LOI August 3.

I made the deposit 10% of the Purchase price (\$2.8MM) and instead of making the deposit contingent on Seller's acceptance (which I presume has to occur tomorrow in order for you to take the demo) and deliverable within 2 days after acceptance by Seller, followed by another deposit after you inspect the aircraft and take your flight demo and then affirm you want to proceed, I made the full 10% deposit (\$2.8MM) due one business day after you do the visual inspection and demo flight and affirm in writing that you want to proceed with the purchase.

Offer letter also says the deposit gets returned if the parties don't agree on a sale agreement by August 14.

The LOI calls for a full pre-purchase inspection after the definitive sale agreement is signed.

I did not include the provisions we insisted upon with Ali previously that require the Seller to pay us if they walk away once we find airworthiness discrepancies. I did not include this walk away penalty because it usually results in back and forth negotiation of how much the seller would have to fix before the seller can walk away and how much of our costs we would be entitled to if the seller does walk away even if the amount is Seller has to pay is below seller's limit. I tried to avoid anything that could be objected to so that you can take the flight tomorrow given that this is not binding. For that same reason I left in a provision (which I would normally delete) requiring you to indemnify the Seller for post operating costs and third party liabilities that arise after you take title (e.g., plane crashes and third party sues the Seller for not repairing it properly before the Seller delivered it to you) and also accepted a condition that you include the seller as a named insured on your insurance policy after you take delivery for two years or until the first major check after delivery.

If the LOI is acceptable please confirm by return email to both Larry and me and I will sign it and email it to Ali and Larry tonight. Thanks.

DARREN K. INDYKE
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