

From: Lvjet <[REDACTED]>

To: jeevacation@gmail.com

Subject: Fwd: BBJ SN 30884 [CC-MERO.FID1500434]

Date: Mon, 17 Oct 2016 13:48:07 +0000

Attachments: ESN_888148_SV_doc_mini-pack_12Nov2013.pdf; A6DFR_ECM_perf_plot_17Oct2016.pdf; 888_148_1.-summary_of_performance.pdf; 888148_Modification_Record.pdf; 876_170_-_Test_Data.pdf; ESN_888148_ECM_perf_17Oct2016.pdf

Inline-Images: image001.png; image002.gif

engine Data reference,
Husham answer to my questions, Data is attached., I'll fwd. to Manny for his teams opinion.

Greetings Husham,

Can you provide the following info on the original engine we are contemplating to install?

1-minipack of LSV for Review on engines

Mini-pack LSV attached for ESN 888148

2-Request ECM

Latest ECM report of ESN 888148 (original engine) and existing engines (876170 & 889151) is attached.

3-was the engine test cell run after its Gear box repair?

If so, I'll need test cell results.,please.

Yes, see summary performance attached

4- you mention 35 degree margin at.,What power setting?

EGT hot day Margin is given at TAKE OFF

5-Any and all info that i can fwd to my engine personnel for evaluation.

Modification Record of the original engine also attached for your review

6- can you refresh my memory on Margin and test cell report of the 12,400 hour engine currently installed on DFR.?

Please include test cell results on the 12,400 hour engine as well for our comparison.

Test Cell Margin was 49Deg C. See attached 876170 Test Data. Current EGTM at takeoff is ~ 40deg C

Best,

Larry

-----Original Message-----

From: Husham Osman <[REDACTED]>

To: Larry <[REDACTED]>

Cc: Claire Brugirard <[REDACTED]>; Darren Indyke <[REDACTED]>; Nelson, Michael <[REDACTED]>

Sent: Mon, Oct 17, 2016 9:19 am

Subject: BBJ SN 30884 [REDACTED]

Dear Larry

Please see attached my answers to the below points along with valid attachments. This should suffice the engineering consultant. If you have any questions please do not hesitate to let us know.

Best regards

Best Regards,

 Royal Jet

Husham Osman
Director Technical

POBox: 60666, Abu Dhabi, United Arab Emirates

Direct: [REDACTED] | Email: [REDACTED]

Mobile: [REDACTED] | Royal Jet: [REDACTED] | [REDACTED]

From: Larry [mailto:[REDACTED]]

Sent: Friday, October 14, 2016 8:34 PM

To: Claire Brugirard; Husham Osman

Cc: Darren Indyke; Nelson, Michael; Rob DiCastrì

Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Greetings Husham,

All is going well.,

Can you provide the following info on the original engine we are contemplating to install?

1-minipack of LSV for Review on engines

Mini-pack LSV attached for ESN 888148

2-Request ECM

Latest ECM report of ESN 888148 (original engine) and existing engines (876170 & 889151) is attached.

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Please include test cell results on the 12,400 hour engine as well for our comparison.

Test Cell Margin was 49Deg C. See attached 876170 Test Data. Current EGTM at takeoff is ~ 40deg C

Best,

Larry

Sent from my iPad

On Oct 14, 2016, at 12:12 PM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren,

Dear Larry

Your message well received, I am glad we could come to an agreement and that we can proceed with the contract

Please let us know exactly what information is required regarding the engines and the tanks so that we can ask our technical team to prepare this

I suggest Mike to amend the latest draft APA with the agreed conditions and to send it through to you for review on Sunday or Monday.

Best Regards,

Claire Brugirard

[REDACTED]

From: Darren Indyke

Sent: Friday, October 14, 2016 19:46

To: Claire Brugirard

Cc: Rob DiCastrj; Nelson, Michael; Larry

Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Claire:

Let's proceed with the purchase agreement. We will need more details concerning the engine, but this should not hold us up. Can you please provide us with the details for the two extra tanks so that we may include descriptive information (i.e., serial numbers, etc.) in the purchase agreement. Thank you.

Best,

DARREN K. INDYKE

DARREN K. INDYKE, PLLC

575 Lexington Avenue, 4th Floor

New York, New York 10022

Telephone: [REDACTED]

Telecopier: [REDACTED]

Mobile: [REDACTED]

email: [REDACTED]

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On Oct 13, 2016, at 1:35 PM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren, Larry

I am resending below message without the document attached since I got an undeliverable message and am not sure if you got this.

Best Regards,

Claire Brugirard

[REDACTED]

From: Claire Brugirard
Sent: Thursday, October 13, 2016 15:28
To: Darren Indyke
Cc: Rob DiCastrì; Nelson, Michael; Larry
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

I am copying below the information received from our Director Technical which was also sent to Larry today;

The original engine of A6DFR/1 - **ESN 888148** (A6RIY/1 Ex-A6DFR) had a defect rectification shop visit @ 4,499hrs/1,669cyc in Nov 2013. See attached SV document

- o AGB/TGB – Overhauled
- o All other modules are not accessed
- o Current EGT Margin = 35degC. The margin is good enough to go another 5+years based on ROJ fleet experience and current utilization rate.
- o Current Time/Cycle = 5,951hrs/2,187cyc

We will have to ground two aircraft to perform the double engine swap which requires a lot of preparation, therefore we would request to do the engine change during the pre-buy here in Abu Dhabi.

If your principal is ready to proceed with this offer then we would start planning this accordingly.

Given this additional effort we are hopeful that we can now come to an agreement together and we look forward to receiving your response.

Best Regards

<image001.png>

Claire Brugirard
Sales Manager



From: Darren Indyke [mailto:██████████]
Sent: Wednesday, October 12, 2016 11:06 PM
To: Claire Brugirard
Cc: Rob DiCastrì; Nelson, Michael; Larry
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Claire:

Thank you for your email. Would you please send me the current specs for the original engine that will replace the high time engine.

Regards,

Darren Indyke

Sent from my iPhone

On Oct 12, 2016, at 8:20 AM, Claire Brugirard <██████████> wrote:

Dear Darren,

Our leadership has instructed me to send you our final offer as follows;

1. The purchase price to remain at 17.5 M
2. The high time engine will be replaced with the original engine
3. The two additional aux fuel tanks which were recently located will be included in the loose equipment list
4. The pre-buy inspection and the delivery to be at Abu Dhabi International (Etihad Engineering) which is an MRO approved by both GCAA and FAA, or within UAE as long as it is an FAA/GCAA approved facility audited by Royal Jet.
5. Royal Jet will be responsible for any discrepancies with the agreed cap of 500,000 above which Royal Jet can either elect to pay for the discrepancies or to refund the pre-buy inspection costs
6. Please note that Royal Jet will only address airworthy items and any cosmetic items shall not be considered as a discrepancy; as such there will be no touch up work on the interior wood work done, and the condition of the woodwork should not be a reason for rejecting the aircraft

We do agree to include in the delivery condition that there shall be issued by the GCAA, in form and in substance satisfactory to the FAA, as determined by a duly authorized designated airworthiness representative of the FAA selected by Purchaser in its discretion, an export certificate of airworthiness.

With regards to your request about items and matters that require correction in order for the aircraft to be qualified for issuance of a U.S. Certificate of Airworthiness; we fully realize that the intention is to register the aircraft in the USA, however, we would appreciate your understanding that we cannot expose ourselves by committing to fulfilling requirements that are unknown to us. Therefore, and since the DAR would in any case be involved with the issuance of the export certificate, we request that this item remains deleted as suggested in the last draft purchase agreement which was sent through (unless there would be a way to know beforehand what such requirements would entail).

This offer is of course subject to agreeing and signing a binding purchase agreement between the parties and if the buyer is willing to proceed, then we would request that the text of such purchase agreement is agreed upon no later than Thursday, 27th October, 2016 (preferably before), and for the pre-buy inspection to start as soon as possible thereafter.

We look forward to hearing from you soon.

Best Regards

<image001.png>

Claire Brugirard
Sales Manager

[Redacted]

From: Darren Indyke [mailto:[Redacted]]
Sent: Wednesday, October 12, 2016 12:19 AM
To: Claire Brugirard
Cc: Rob DiCastr; Nelson, Michael; Larry
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Claire:

I understand that Royal Jet has made a revised offer, which is to replace the high time engine on the aircraft with the original engine that was previously replaced and to include two extra fuel tanks, to set the purchase price at \$17.5 Million, and to have the pre-buy inspection take place at a facility in the UAE. Is this correct? Please advise.

Thank you.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [Redacted]
Telecopier: [Redacted]
Mobile: [Redacted]
email: [Redacted]

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On Oct 10, 2016, at 1:47 PM, Darren Indyke <[Redacted]> wrote:

Dear Mr. DiCastr:

Inasmuch as Royal Jet has already agreed to be responsible for up to \$500,000 of discrepancies noted during the pre-purchase inspection, your email below is clearly a move in the wrong direction. However, we are prepared to offer Royal Jet, LLC \$17.2 million on the same terms as previously agreed without a requirement that you restore the woodwork to an acceptable condition. This absolutely requires you to address discrepancies at your cost and requires you to pay our inspection fees and costs should you refuse or fail to correct discrepancies of up to and including \$500,000. In addition, discrepancies must include, without limitation, those items and matters that require correction in order for the aircraft to be qualified for issuance of a U.S. Certificate of Airworthiness. If you are willing to proceed on this basis, please so advise and I will move forward with the revisions to the proposed purchase agreement. Otherwise, I wish you luck in negotiating from scratch with any potential potential purchasers, and I will instruct the escrow agent to return our Deposit and negotiations will be terminated. I await your prompt reply.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [Redacted]
Telecopier: [Redacted]
Mobile: [Redacted]
email: [Redacted]

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On Oct 7, 2016, at 1:55 PM, Rob DiCastrì <[REDACTED]> wrote:

Mr. Indyke,

Though we made it clear in our message that our offer was non-negotiable, our leadership has considered your proposal and will accept a price of \$17m under the following conditions:

1. The purchase is on an "as is, where is" basis at AUH, and this will be reflected as the delivery condition in the purchase agreement
2. All rectification costs as a result of the pre-purchase inspection are therefore for the account of the buyer
3. The full purchase price will therefore be paid to the seller's account by the buyer, without any deductions
4. The buyer will pay for the ferrying of the aircraft to the pre-purchase inspection facility at a full market charter rate
5. The above will be reflected in the purchase agreement to the seller's satisfaction within 14 days of this message

Your representatives are well aware of the mechanical condition of the aircraft from their visits to our facilities, therefore this is a more than fair offer.

We require your acceptance or rejection of this offer immediately, otherwise we will proceed with other potential purchasers.

We look forward to receiving your response.

Rob D. DiCastrì
President & CEO
Royal Jet LLC

On Oct 7, 2016, at 7:33 PM, Darren Indyke <[REDACTED]> wrote:

Dear Claire:

I have been instructed either to prepare a purchase agreement embodying the \$17 million purchase price provided in my October 5 email to you or to terminate negotiations and withdraw Thomas World Air, LLC's/Plan D, LLC's deposit. Please advise how you wish for me to proceed. Thank you.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
Mobile: [REDACTED]
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On Oct 6, 2016, at 3:45 PM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren,

Yesterday's email is well received and has been shared with higher management.

We will come back to you as soon as we hear from them with our feedback.

Best Regards,

Claire Brugirard
+ [REDACTED]

From: Darren Indyke
Sent: Thursday, October 6, 2016 23:41
To: Claire Brugirard
Cc: Larry; Nelson, Michael; Rob DiCastrì

Subject: Re: BBJ SN 30884 [REDACTED]

Dear Claire:

Please confirm receipt of my email of yesterday's date and advise regarding the status of this matter. Thank you.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
Mobile: [REDACTED]
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On Oct 5, 2016, at 2:57 PM, Darren Indyke <[REDACTED]> wrote:

Dear Claire:

Thank you for your attempt at a resolution of this matter.

If the purchase price is reduced to \$17 million with the woodwork as is, then we can move forward. Otherwise, you may consider Thomas World Air, LLC's/Plan D, LLC's offer terminated and further negotiations with respect to the aircraft at an end.

I appreciate your quick response and wish you luck if you decide to proceed with others.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
Mobile: [REDACTED]
email: [REDACTED]

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On Oct 5, 2016, at 12:24 PM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren,

We have shared your message below with our leadership and are writing to communicate our position on this matter.

We do not believe that the offer made at USD 15,5 M reflects even close to the market value of the aircraft in its current condition, and we are disappointed that your principle has decided at this late stage to change his offer. As noted below, we were transparent throughout this process, and you sent Mr. Visoski over here having received all of the correct information and the feedback from your local representative. Even he initially expressed satisfaction with the interior and the technical condition of the aircraft, before then coming back to us with these new issues.

Despite this, we are prepared to make an additional effort in order to show our goodwill and close this deal.

We propose a final and non-negotiable offer as follows:

Option A: We maintain the price at USD 17.8 M, however Royal Jet commits to making basic "touch-ups" on the interior woodwork at a qualified shop located here in Abu Dhabi.

Option B: The aircraft is purchased on an "as-is" basis (i.e. with the interior wood work in its current condition) in which case Royal Jet accepts to reduce the price to USD 17.5 M.

Please note that under both scenarios we will not accept any further reductions on the price even if after touch-up work is complete the result is still not to an "acceptable standard" according to the buyer or the buyer's representative. Furthermore, only airworthiness issues will be addressed in the pre-purchase inspection process, and this will be reflected in the delivery condition to be defined in the purchase agreement, which is to be executed by both parties before the aircraft is sent for such inspection.

If the above is not acceptable to the buyer, he is welcome to withdraw his deposit and we will re-open discussions with other prospective purchasers.

Given the work done by both parties on this transaction so far, we hope it can still be completed, however we require the buyer's response by the close of business on Friday 7th October.

We look forward to receiving your response.

Best Regards

<image001.png>

Claire Brugirard
Sales Manager



From: Claire Brugirard
Sent: Monday, October 3, 2016 7:21 PM
To: Darren Indyke
Cc: Larry; Nelson, Michael
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

Your email below has been shared with our senior management.

They have a meeting this coming wednesday during which they will discuss this so I should have an answer by Wednesday evening our time which is Wednesday morning your time.

Appreciate your patience and understanding.

Thanks

Best Regards,

Claire Brugirard

+ [Redacted]

From: Darren Indyke
Sent: Thursday, September 29, 2016 20:04
To: Claire Brugirard
Cc: Larry; Nelson, Michael
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Claire:

Thank you for your letter. We appreciate the spirit in which it was written, and we too would like to come to an understanding.

However, as the lawyer for the principal of Thomas World Air, LLC and Plan D, LLC, I feel obliged to point out the following:

1. We received numerous photographs from you detailing the interior of the aircraft, and none of those photographs showed any of the wear and tear that was immediately apparent upon a visual inspection of the interior.
2. We were initially sent documents that reflected the fact that one engine had only 4,400 hours on it and the other engine had 11,500 hours on it. However, we are now advised that the first engine actually has 6,600 hours on it and the other engine has 12,400 hours on it. Thus, these engines have a total of 3,100 more hours on them than you initially represented to us. At our rate of flying, this equates to approximately 4-5 more years of use than were lead to believe when we were negotiating the sales price.

In light of this, I am unsure how we should proceed. Candidly, my principal is very disappointed both by the change in information about the aircraft from that which was initially conveyed to him and with the expenses he has had to incur to date in order to uncover information that should have been provided to him at the outset. I must also tell you that we have received a bid to refinish the wood of approximately \$1.25 million. Moreover, our consultants estimate another \$1.25 million reduction in value as a result of the additional previously undisclosed engine wear and tear. If we are to persuade my principal to move forward, I believe that we could only do so at a new price of around \$15.5 million.

I am hopeful that we can move forward at this price which better reflects the true condition of the aircraft. However, Larry Visoski informs me that you have received two other offers on the aircraft, and we will understand if you wish to pursue those instead.

Please let us know how you wish to proceed.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
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On Sep 29, 2016, at 8:32 AM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren,
Dear Larry,

Our Management has had a detailed meeting with our Chairman this afternoon in order to discuss this topic.

We would like to clarify that Royal Jet has been fully transparent with regards to the condition of the aircraft; the aircraft was made available for viewing twice for two different people who each have made a different evaluation about the quality of the interior woodwork. We understand that this can happen since this is a subjective matter.

We would like to assure you of our intention to resolve this issue together and find an agreement in order to move forward with the deal.

Since the quality of the interior woodwork on a pre-owned aircraft will always be subject to various individual and personal opinions and since it will be extremely difficult (and most likely an open end) to define and agree together what would be the "acceptable standard" to which we would have to bring the woodwork; we would like to hear from you how we can help in resolving the issue or what can be done from our side to compensate if the buyer were to accept the aircraft with the interior woodwork as it is now.

We look forward to hearing from you on this and hope we will be able to move forward with a solution that is acceptable to both parties.

Best Regards

<image001.png>

Claire Brugirard
Sales Manager

[REDACTED]
[REDACTED]
[REDACTED] | [REDACTED]

From: Darren Indyke [mailto:[REDACTED]]
Sent: Wednesday, September 28, 2016 5:47 AM
To: Nelson, Michael
Cc: Claire Brugirard; Ashok Kumar; Husham Osman; Larry
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Mike:

I assume you are already aware that I have received reports that Mr. Visoski was very disappointed with his inspection of the aircraft. He was particularly dissatisfied with the very poor quality and condition of the interior woodwork of the aircraft, which we were lead to believe was immaculate. I assume the Seller will agree as part of the Sale and Purchase Agreement to bring the woodwork up to the standard that was previously represented to Buyer. Please notify us by the close of business on Thursday, September 29, 2016, if this is acceptable. If not, Buyer will immediately request the return of its deposit. Please let me know if we can resolve this issue and move forward.

Regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
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On Sep 27, 2016, at 8:55 AM, Nelson, Michael <[REDACTED]> wrote:

Dear Darren,

Further to my email below and the subsequent emails from Husham in relation to points 4 and 5 below, please do let us know if you have any further queries in relation to the Aircraft Purchase Agreement.

We look forward to receiving your input and proceeding to finalise the Aircraft Purchase Agreement.

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co
Direct Dial: [REDACTED] | Mobile: [REDACTED]

<image001.png> | [REDACTED]

<image004.png> Follow us on twitter @AviationClydeCo

Airline Economics Law Firm of the Year (2016)
Global Aviation Law Firm of the Year (2005 - 2015)
Best Aviation Finance Advisory – Emerging Markets (2015)

From: Nelson, Michael [REDACTED]
Sent: 22 September 2016 19:02
To: Darren Indyke
Cc: Claire Brugirard; Ashok Kumar; Husham Osman; Larry
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

Good to speak to you earlier and thank you for your time on the call.

As requested, please see the following summary of the points we discussed:

1. **Section 2(a)(v):** The square brackets can be deleted. The aircraft will comply with ADs issued by the GCAA and the FAA.
2. **Section 2(a)(vi):** Royal Jet can provide the Certificate of Airworthiness from the GCAA and the latest Airworthiness Review Certificate ("ARC"), which is a revalidation of the Certificate of Airworthiness. The ARC is issued annually and is a certification of the airworthiness of the aircraft issued by Royal Jet and approved and stamped by the GCAA. The latest ARC will also include the latest Certificate of Release to Service ("CRS") and, further, a CRS should be issued following the C1 inspection as part of the Pre-Purchase Inspection. Please note that the CRS is not issued directly by the GCAA, but is issued under GCAA approval.
3. **Section 2(a)(vii):** The square brackets can be deleted. The Export Certificate of Airworthiness will be in a form acceptable to the FAA as determined by the DAR.
4. **Section 2(a)(viii):** In relation to damage history, we discussed that Husham would circulate the relevant documentation in relation to the damage history of the aircraft in order that this may be distributed to the Purchaser's advisors.
5. **Section 3:** We discussed that the aircraft may only be inspected by a facility that is approved by the GCAA. We understand that Stambaugh Aviation is not. It is Royal Jet's preference for the aircraft to be inspected in the UAE at an inspection facility that is approved by the GCAA with an FAA DAR present (I understand there are a number based in the region). We agreed that Husham would circulate a list of proposed inspection facilities for consideration by the Purchaser. Further, if the parties are able to agree an inspection facility where we may inspect and close as sales tax will not be applicable (such as the UAE), then that would be preferable to avoid the difficulty of 're-inspection' following a relocation flight to a tax efficient location. Closing in the UAE would also stream-line the process for obtaining the Export Certificate of Airworthiness from the GCAA.
6. **Section 3(a):** If the aircraft is to be relocated, Royal Jet will look at the costs that it would expect to incur once that location is decided on with a view to agreeing an adequate cap.

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co
Direct Dial: [REDACTED] | Mobile: [REDACTED]

<image001.png> | [REDACTED]

<image004.png> Follow us on twitter @AviationClydeCo

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Global Aviation Law Firm of the Year (2005 - 2015)
Best Aviation Finance Advisory – Emerging Markets (2015)

From: Nelson, Michael
Sent: 22 September 2016 16:46
To: 'Darren Indyke'
Cc: Claire Brugirard; Ashok Kumar; Husham Osman
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

Apologies, can we please push this call back to 9.30am New York time / 5.30pm Abu Dhabi time?

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co
Direct Dial: [REDACTED] | Mobile: [REDACTED]

<image001.png> | [REDACTED]

<image004.png> Follow us on twitter [@AviationClydeCo](#)

Airline Economics Law Firm of the Year (2016)
Global Aviation Law Firm of the Year (2005 - 2015)
Best Aviation Finance Advisory – Emerging Markets (2015)

From: Nelson, Michael [REDACTED]
Sent: 22 September 2016 12:00
To: Claire Brugirard; Ashok Kumar; Husham Osman; Darren Indyke
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear All,

Further to the emails below, I have sent you meeting requests for today's call at 9.00am New York time / 5.00pm Abu Dhabi time.

For ease of reference, the conference call details are as follows:

Dial-in (UAE): + [REDACTED]
Dial-in (USA): [REDACTED]
Meeting ID: [REDACTED]
Meeting password: [REDACTED]

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co
Direct Dial: [REDACTED] | Mobile: [REDACTED]

<image001.png> | [REDACTED]

<image004.png> Follow us on twitter [@AviationClydeCo](#)

Airline Economics Law Firm of the Year (2016)
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From: Darren Indyke <[REDACTED]>
Sent: Wednesday, September 21, 2016 22:36
To: Claire Brugirard
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

9am NY time would be fine. Thanks.

Sent from my iPhone

On Sep 21, 2016, at 2:34 PM, Claire Brugirard <[REDACTED]> wrote:

Hi Darren

Either 8am or 9am your time? (i.e. New York timing)

Let me know what suits you best

Best Regards,

Claire Brugirard

+ [REDACTED]

From: Darren Indyke
Sent: Wednesday, September 21, 2016 22:26
To: Claire Brugirard
Subject: Re: BBJ SN 30884 [CC-MERO.FID1500434]

Received. I can be available. What time?

Sent from my iPhone

On Sep 21, 2016, at 2:17 PM, Claire Brugirard <[REDACTED]> wrote:

Dear Darren

Can you kindly confirm you have received the email below?

Would you be available for a conference call tomorrow (thursday) morning NYC time in order to discuss a few points?

Best Regards,

Claire Brugirard

[REDACTED]

From: Nelson, Michael
Sent: Tuesday, September 20, 2016 18:34
To: Darren Indyke
Cc: Ashok Kumar; Fahad Wali; Claire Brugirard; Husham Osman; Larry; Tebbit, Oliver; Marrinan, Joseph
Subject: RE: BBJ SN 30884 [CC-MERO.FID1500434]

Dear Darren,

Further to the emails below, please find attached a revised draft of the Aircraft Purchase Agreement (in clean and red-line).

The revised draft remains subject to the further comments of Royal Jet.

Please note the following points, on which we'd be grateful for your input:

- FAA registration:** There are a number of points which deal with FAA registration. Specifically, section 2(a)(v) in relation to ADs and section 2(a)(vii) in relation to the Export C of A. From Royal Jet's perspective, they do not wish to expose themselves to unknown costs if it is deemed by the FAA that modifications are required to the aircraft in order for it to be registerable with the FAA. We think it would be helpful for the parties to discuss – from a technical perspective – what the practical issues might be (if any). From Royal Jet's perspective, they are selling a UAE registered aircraft and they do not know if FAA rules and regulations impose additional requirements for registration of the aircraft with the FAA (that is something that Royal Jet would expect the Purchaser to be responsible for).
- Inspection Facility:** The Inspection Facility is named as Stambaugh Aviation in Brunswick, Georgia. Is that facility authorised to inspect and work on UAE registered aircraft?
- Relocation costs:** The Purchaser is to pay for the relocation costs of the aircraft to Brunswick, Georgia. Royal Jet assumes that, if the Purchaser does not accept the aircraft when tendered for delivery in the Delivery Condition, the Purchaser will be responsible for the relocation costs of the aircraft back to the UAE. Further, Royal Jet assumes that the Purchaser will be responsible for the relocation costs of the aircraft to Wilmington, Delaware. However, the Aircraft Purchase Agreement does not deal with those points and we'd be grateful for your confirmation that is commercially agreed and that the Aircraft Purchase Agreement will be amended accordingly.
- Relocating to Wilmington, Delaware for closing:** We note that it is intended that the aircraft is relocated to Wilmington, Delaware from Brunswick, Georgia for closing following the inspection and potential rectification of any discrepancies in Brunswick, Georgia. Whilst we understand that may be necessary for tax reasons, Royal Jet would need comfort that there will be no re-inspection of the aircraft and that any incidents that might occur on that relocation flight will not prevent the Purchaser closing. Currently, the Aircraft Purchase Agreement does not deal with that point specifically. Further, if there are any logistical solutions which might reduce or eradicate this problem then Royal Jet would be interested to discuss them.
- Escrow Agent fees:** The fees of the Escrow Agent seem high. Can you please confirm whether those costs relate to dealing with the closing of the sale and purchase of the aircraft only or whether they also cover the registration of the aircraft with the FAA (which Royal Jet would not expect to be responsible for the costs of).

We look forward to hearing from you.

Kind regards,

Mike

Michael Nelson
Senior Associate | Clyde & Co
Direct Dial: [REDACTED] | Mobile: [REDACTED]

 [REDACTED]

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Airline Economics Law Firm of the Year (2016)
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From: Claire Brugirard [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: 16 September 2016 10:32
To: Darren Indyke; Nelson, Michael; Husham Osman
Cc: Ashok Kumar; Fahad Wali; Larry
Subject: FW: BBJ SN 30884
Importance: High

Dear Darren,

Thank you for sending through the draft purchase agreement.

I am putting in the loop our lawyer, Mr Michael Nelson from Clyde & Co and Mr Husham Osman, our Director Technical in order to assist with the missing information.

I believe that some info has already been provided but for some reason some of the emails did not go through.

@Mike,

Can you please review the draft purchase agreement attached and provide your comments

@Husham,

Kindly provide the missing info so that we can have that completed in the draft purchase agreement as early as possible

Many thanks

Best Regards,

Claire Brugirard

Sales Manager

From: Darren Indyke [mailto:]
Sent: Thursday, September 15, 2016 11:43 PM
To: Claire Brugirard
Cc: Larry Visoski
Subject: BBJ SN 30884

Dear Claire:

I fully appreciate that communications may be delayed because of the holiday taking place. For that reason, in the interest of moving this process forward, I have attached for Seller's consideration a draft of the proposed Aircraft Purchase Agreement with respect to the purchase of the above referenced BBJ from Royal Jet LLC. Note that the Purchaser of the Aircraft will be Plan D, LLC an affiliate of Thomas World Air, LLC.

As you know, we are still awaiting a response to Mr. Visoski's email, which has required that I leave certain information in the draft blank and may require further revisions on my part. Among other things, I am awaiting receipt of information relating to the makes, models and serial numbers of the two engines and the apu, as well as a full specification sheet for the aircraft to attach as Exhibit A, and a C1 Inspection scope to attach as Exhibit B. Mr. Visoski also requested confirmation regarding any damage history to the aircraft and the reasons for the disparity in hours and cycles between the two primary engines. In addition, I would appreciate it if you could provide me with the organizational information for Royal Jet LLC (that is, please confirm that it is a limited liability company and confirm in what jurisdiction it was organized).

I look forward to hearing from you.

Kindest regards,

DARREN K. INDYKE
DARREN K. INDYKE, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022
Telephone: [REDACTED]
Telecopier: [REDACTED]
Mobile: [REDACTED]
email: [REDACTED]

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