

**From:** Larry Visoski <[REDACTED]>

**To:** Je vacation <jeevacation@gmail.com>, Darren Indyke <[REDACTED]>

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

**Date:** Thu, 29 Sep 2016 12:41:18 +0000

**Inline-Images:** image001.png

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From Claire

Sent from my iPhone

Begin forwarded message:

**From:** Claire Brugirard <[REDACTED]>

**Date:** September 29, 2016 at 2:32:58 PM GMT+2

**To:** Darren Indyke <[REDACTED]>, Larry <[REDACTED]>

**Cc:** Ashok Kumar <[REDACTED]>, Husham Osman <[REDACTED]>, "Nelson, Michael" <[REDACTED]>

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

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



**Claire Brugirard**  
Sales Manager

PO Box 60666, Abu Dhabi, United Arab Emirates

[Redacted address information]

**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]  
Mobile: [Redacted]  
email: [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

  
<image001.png>

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**From:** Nelson, Michael [mailto:[michael.nelson@clyde.co](mailto:michael.nelson@clyde.co)]  
**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:

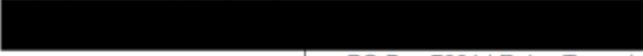
1. **Section 2(a)(v):** The square brackets can be deleted. The aircraft will comply with ADs issued by the GCAA and the FAA.
2. **Section 2(a)(vi):** Royal Jet can provide the Certificate of Airworthiness from the GCAA and the latest Airworthiness Review Certificate ("**ARC**"), which is a revalidation 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

  
<image001.png>

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**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

  
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**From:** Nelson, Michael   
**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): +971 4384 4020  
Dial-in (USA): +1 212 710 3906  
Meeting ID: 3322  
Meeting password: 8844

Kind regards,

Mike

Michael Nelson  
Senior Associate | Clyde & Co

  
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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]

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**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?

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Best Regards,

Claire Brugirard

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**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

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**From:** Claire Brugirard [<mailto:> ]  
**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  
[REDACTED]

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**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

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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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