From: [redacted]
To: jeevacation@gmail.com
Subject: Fwd: B727 sale agreement with Gary
Date: Tue, 26 Mar 2013 18:39:26 +0000
Attachments: DKIandRKCommentstoEGAMarketingAgreement.pdf; executedAvproMarketingAgreement.pdf

---

Jeffrey,
attached is Gary's sales contract and Darren and Rich's revised comments in ink.
main points:
-Gary is requesting 50% of deposit if a purchaser walks from deal leaving deposit? do you agree?
-180 day term, Darren thinks 60 days?
-Gary would like to know your expectations on asking price?

please advise how to adjust contract.

thank you,
Larry

> From: [redacted]
> To: [redacted]
> CC: [redacted]
> Sent: 3/26/2013 1:11:34 [redacted]. Eastern Daylight Time
> Subj: Privileged and Confidential
>
> My comments to the EGA marketing agreement are attached. I have also attached the executed AVPRO agreement for comparison.
>
> I note that AVPRO agreement had:
>
> $150K flat fee, so if JE is ok with the $100K, then this is not out of line with what AVPRO was going to get. Please get JE's approval of the $100K commission
> 3 month tail on its agreement. That is, sales to someone introduced by AVPRO within three months after termination of AVPRO required payment of commission. EGA wants a 180 day tail. This is a very long period of time. I would recommend 60 days, but ask JE.
> No provision for 50% payment of any deposit we are allowed to keep in the event a Purchaser Defaults. EGA is seeking to be paid 50% of any deposit that we are allowed to kep. Ask JE if ok, but 50% is too much. Why not 5% of the deposit if we are allowed to keep it? Again, ask JE.
>
> Finally, although this EGA Marketing Agreement is an exclusive 6 month agreement, there is absolutely no specific commitment as to what EGA is going to do to Market, promote and solicit offers for the aircraft. See for example, section 2 of AVPRO agreement (attached) for a comparison.
>
> Given the difficulties in finding buyers and selling the aircraft, not sure how tough JE wants to be on any of the issues indicated in my comments. But they are worth mentioning.
>
> DARREN K. INDYKE
> DARREN K. INDYKE, PLLC
> 575 Lexington Avenue, 4th Floor
> New York, New York 10022
> [redacted]

[redacted]
email:
[redacted]
=

=

On Mar 25, 2013, at 3:15 PM, Richard Kahn wrote:

attached are my comments on agreement

Richard Kahn
HBRK Associates Inc.
575 Lexington Avenue, 4th Floor,
New York, New York 10022
[redacted]

Begin forwarded message:

From: [redacted]
Date: March 25, 2013 2:27:23 PM EDT
To: [redacted]
Subject: Message from KMBT_C253
Reply-To: [redacted]

<SKMBT_C25313032514270.pdf>

=