

To: [REDACTED]
From: Jeffrey Epstein
Sent: Wed 1/30/2013 9:38:16 PM
Subject: Re: contract questions ref GIV

yes to all deposit should be 250

On Wed, Jan 30, 2013 at 5:35 PM, [REDACTED] > wrote:

Jeffrey,
We have a couple of question to clarify:

- In current draft the Deposit is \$500K. How much should it be?
- Delivery condition - Is it ok that D.K.I. made changes to the delivery condition under Section 3.1 of the Aircraft:
 - to include a reference that says there should be no accidents or history of damage (other than damage to the Aircraft's rudder that was removed and replaced in July 2012)
 - to elaborate on the requirements for Aircraft documents to be included at delivery
 - to confirm that the aircraft should conform to the specs and include the equipment set forth in the sales brochure (this condition was not in the Seller's draft)
- Re \$300k walkaway trigger for repair items, you have confirmed that if seller walks away as a result of the trigger, then Seller pays for inspections and to restore aircraft. What if seller is willing to pay, but we decide to walk away as a result of the trigger, is it ok that the contract currently says that we pay for inspection and to restore the aircraft?
- Although the current draft in Section 3.1 does specify certain conditions of the aircraft and its documents that are supposed to be satisfied at delivery (its Delivery Condition), the inspection and discrepancy sections of the contract do not refer to that delivery condition. Instead the contract currently says that Purchaser cannot claim as a discrepancy from the inspection anything other than airworthiness matters. Is this OK? Or should we state that discrepancies means anything that needs to be corrected in order that the aircraft be in the condition it is required to be delivered in at closing under Section 3.1.
- inspection and discrepancy sections also say that purchaser cannot reject the aircraft for any cosmetic or aesthetic issues. Is this ok?
- The current draft states that repositioning costs to reposition aircraft for Closing from the Inspection Facility in Florida to a different closing facility (should be delaware for no sales tax) - should be paid by Purchaser. Should we change to Seller paying the repositioning costs to delaware for the closing?

Sent from my iPad

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