**Amendment to the Aircraft Purchase Agreement**

Follow the instructions in the e-mail message that follows:

To: D. Fender

From: H. Flighty

Re: Purchase of the I-800

Thanks for that last draft. It was very helpful in moving things along. The parties executed the APA on October 30th. But, of course, we thought of some more points that we want incorporated into the agreement. Please draft an amendment to the APA incorporating the following points that Sam and I just negotiated:

1. Sam mentioned that he had spoken to Wright Aviation LLC, aircraft brokers, but had never hired the company to sell the I-800 on his behalf. I told Sam that I wanted that in the contract. He agreed. It would also be good to know that he didn’t speak with anyone else. He mentioned something about mutuality.

2. Sam also told me that he had heard that I had tried to assign my rights under the Purchase Offer to Rob Robertson, his longtime business adversary. He was not happy. He has insisted on an anti-assignment and an anti-delegation provision in the Aircraft Purchase Agreement. He wants the contract to be clear that if I try to assign my rights, the assignment is unenforceable. Do we need to amend the Purchase Offer?

3. I had my mechanic thoroughly inspect the I-800. He reported that one of the engines (Serial No. 72725) is not working properly. Sam promised to get it fixed before closing. He also promised that my mechanic could re-inspect it and that I would only have to purchase the Aircraft if the mechanic determines that the engine is in good working order, ordinary wear and tear excepted. Keep out of the contract the details of when and how the re-inspection will occur. Also, don’t worry about the serial number. I know that’s correct even though Sam got the model number wrong in the last draft.

4. Please research whether Wings is required to obtain its stockholders’ approval to sell the I-800. According to Sam, its board of directors has already authorized the transaction. What about my company? Is any authorization required to purchase? (As you know, the board of directors has already authorized the transaction.) If stockholder approval is required in either instance, please assume that it won’t be obtained until after the agreement is signed. If approval of the Seller’s stockholders is required, the Seller must be obligated to use its commercially reasonable efforts to get it. That way, the Seller can’t get out of the deal by sloughing off its responsibilities and then claiming it couldn’t get the approval. Essentially, that would give the Seller an option. By the way, do we need a separate section obligating the Seller to use its commercially reasonable efforts to obtain the stockholder consent (if required), or does another contract provision already address this point? Please think carefully about this point and address it in your memo to me. Finally, if any approval is required, please decide for whom receipt of the approval should be a condition to closing. Please explain in your memo to me how you decide to address each of these issues in the agreement.

H.F.