

From: Morits Skaugen <[REDACTED]>

To: jeffrey E. <jeevacation@gmail.com>

CC: Morits Skaugen <[REDACTED]>

Subject: Re: Our mutual friend. For you/from me and for discussion only.

Date: Sun, 01 Apr 2018 15:24:34 +0000

Jeff

will make amendment to current tennant agreement first.
Will send you soonest with revised rent and not any other points changed.
Current rent is in usd and at 94,000/year and this is aprox nok 735,000/year.
I suggest to reduce to nok 500,000 per year or about 2/3 of current rent.
suggest to add inflation adjustment as is normal.
This is not a difficult amemdnt to make.
if this is acceptable he can rent as long as he wants under current, but revised agreements.

re the purchase part i need to think it through and get back to you soonest.

i am not in africa in the coming week after all i am told today.
the week after i am - and we can meet up in oslo or paris this coming week.

regards
Morits

On 1 Apr 2018, 12:48 +0200, jeffrey E. <jeevacation@gmail.com>, wrote:

great. thx can you also have a purchase agreement drawn . leaving some blanks. I know there are standard ones. but I want to be sure that we do everything perfectly. again I appreciate it. and I know terje will

On Sun, Apr 1, 2018 at 12:39 PM, Morits Skaugen <[REDACTED]> wrote:

Jeff

re below. current rate is USD 23500/quarter or USD 94,000 per year.
i will suggest a lower rate with an amendment to current rental agreement.

By the way, upon checking, the current agreement says that since i as Owner has not terminated the agreement on its expiration date in 2016 it runs without any time limitation to the benefit of TRL and he can terminate and i cannot. regardless i will submit an amendment with a lower rate.

will meet up with a person tomorrow that can guide me on what is fair and reasonable for him and revert immediately after. this will take care of the immediate concerns of "a place to live" (and rest assured i will never ever do anything to deprive him of a place to stay).

regards,
Morits

On 1 Apr 2018, 12:03 +0200, jeffrey E. <jeevacation@gmail.com>, wrote:

Thanks. . I have reviewed and agreed your first plan with them both. so The purchase plan that you outlined should be done sooner trather than later. especially , as you now suggest that the bank might want more in the future. . what was his past rental rate? you also indicated a "reduced rent" . . . lets prepare both documents . then i can review , we can meet . . Terje is not well . and very very concerned for the mona' s future. I would like to secure the apt so that his stress level is as low as realistically possible. having one of you stressed is enough :)

On Sun, Apr 1, 2018 at 9:35 AM, Morits Skaugen <[REDACTED]> wrote:

Jeff,

re financing.

the real market value of the property is probably closer to NOK 25 mill without knowing by any official survey. the sqm price in this area is about NOK 100,000 m2 as average and this indicates a much higher value.

the apartment is a little more than 320 m2,
5 bedroom, excellent location, nice views - and with an elevator.
it needs refurbishing to catch top dollar, but one can assume NOK 25 mill.

if so to finance 60% is not a major issue for most buyers.
to finance nok 10.5 mill should not be any issue.

if my bank believe it is worth nok 25 mill i have a real problem to deliver as per ambitions, but if they believe it is nok 18 mill i maybe closer to reality.

re transfer tax/duties. it is about 2.5% of value.

rental market.

i need to check but i assume about NOK 60,000 per month/NOK 720,000 per year.
inflation adjusted.

other.

in my thinking i have clearly assumed that Terje/Mona wants to secure a place to live in Oslo and it is not for resale purposes. this i want to be sure of and if so a long term rental is probably the easier thing to start with and one that it is properly notarized and legalized and registered as right on the property regardless of its owner. as per your WA message you seem to suggest this.

regards, Morits

On 31 Mar 2018, 11:54 +0200, jeffrey E. <jeevacation@gmail.com>, wrote:

thx I really appreciate it. as you probably know terje now has to have the same procedure, that you were about to have ,when we first met met. He is very very stressed.
I believe your proposal may hold promise. 1. can you propose a rent agreement and its terms ? lets get that agreed and signed right away . 2 are there transfer taxes or other taxes to pay on purchase. ? 3 . what are the normal financing ratios for homes in norway? , will the 3.5 work as equity. ? . I truly understand the stress you are under. STAY STRONG mentally. it is doable. your financaill discipline needs to be accompanied by walks swims. peaceful periods , otherwise the money doesnt get you the constant stress does.

On Sat, Mar 31, 2018 at 5:37 AM, Morits Skaugen <[REDACTED]> wrote:

Facts.

- There are no valid agreements re the purchase option. It has expired or lapsed and it was never excersized as per its wording. the wording is clear and not ambiguous in any way. A lot of intentions have verbally been expressed over some years, but the fact remains. It lapsed 2 years ago and no effort ever made to utilize it.
- The property is mortgaged and the lending bank i have will not clear the property mortgage unless realized at market value. The market value as per Bank assesment is NOK 18 mill.
- Terje has a tennant agreement that has expired, but he will have the right to rent the property on terms to be agreed (reduced rent) and I will not make any objection or hindrances. This we could and should do to fix the situation. renew this agreement.
- However given the situation leading to your request i send you this for discussion

Situation:

- Terje is in very urgent needs and wants to take over the property now . if so we have to meet up and discuss and agree on revised terms. I simply cannot deliver as per his wishes right now, but i can stick to agreements already in place. My ambition was to work out my other problems and then help Terje to meet his wishes. i am more than slightly embarassed by the situation now created.

Solution:

- What i can see us doing now is that he buys the property at NOK 14 mill.
 - i will settle the difference with the bank; difference between NOK 18 and NOK 14 mill.
 - The NOK 3.5 mill deposit that Terje paid, that is now in need of a dicussion on how to settle. it is as per above mentioned agreement a non refundable. I do suggest you lend him this money and i will repay you the money in due course. Suggest we dicuss these terms when we meet.
1. for Terje; he has to pay NOK 14 mill vrs NOK 13 mill he wants to pay. He gets the property he wants despite of the inconvenience of timing.
 2. for you and me; we will need to settle the initial NOK 3.5 mill deposit for him. i will repay you, but you will advance to Terje. Terje can use this with his bank to help arrange finance on purchase price. he does not needs much more equity to get finance given the market value of NOK 18 mill.
 3. for me; i will pay the bank NOK 4 mill and transfer the property at 14 mill. there is no gain for me. i will gain peace from this and the embarassment it has created.

Best regards from Morits.

sent from my iPhone

- Sorry for possible typo and a brief reply due to this.

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