
From: Barry J. Cohen <[REDACTED]>
Sent: Wednesday, August 2, 2017 10:44 PM
To: jeffrey E.
Subject: Plane Purchase Agreement

We are negotiating a purchase agreement for the Oxy =lane. Still \$47MM. Two sticking points relate to something you=referenced previously.

1. Seller wants to be able to walk if the inspection requires repairs th=t take longer than 2 months OR cost more than \$3MM. We suggested tha= they shouldn't be rewarded with walk rights if there are delays and that if the repairs are required, they're go=ng to make them anyway, so why should they walk?
2. We =aid that we would pay \$1MM of liquidated damages if we default and that Se=ler should pay \$1MM if they default. Seller said they want us to pay= but not them.

Do you think we should insist on our position?<=o:p>

Barry J. Cohen =|

Elysium Management,=LLC |

[REDACTED]

Tel. [REDACTED] | Cell [REDACTED] <=o:p>

[REDACTED] { [REDACTED] &n=sp;