

**From:** David Mitchell <[REDACTED]>

**To:** Jeffrey Epstein <jeevacation@gmail.com>

**Subject:** Fwd: Life Hotel PSA

**Date:** Sun, 13 Jan 2019 12:05:07 +0000

**Attachments:** MRR - Purchase and Sale Agreement - Life Hotel.docx; ATT00001.htm; Redline - MRR - Purchase and Sale Agreement - Life Hotel.pdf; ATT00002.htm

---

.....

**DAVID MITCHELL**

.....

Mitchell Holdings LLC  
745 Fifth Avenue  
New York NY 10151  
USA

Begin forwarded message:

**From:** "Danow, Matthew" <[REDACTED]>

**Date:** January 11, 2019 at 4:27:49 PM EST

**To:** 'David Mitchell' <[REDACTED]>

**Cc:** "Amengual, Randolph" <[REDACTED]>

**Subject:** FW: Life Hotel PSA

David—per our conversation, I've reviewed the Buyer's mark-up of the PSA. Below are what I see as the major/business issues:

1. **MRT Savings**—Buyer does not want to split mortgage tax savings.
2. **Transfer Tax Split**—Buyer wants Seller to pay all transfer taxes, no 50-50 split
3. **Restaurant Lease**—Buyer wants the Restaurant lease terminated at Closing.
4. **Access Point Equipment Lease**—Buyer wants Equipment Lease terminated at Closing
5. **Seller Breach**—If Seller defaults prior to closing, Buyer wants the right to recover reimbursement of its costs up to \$300,000
6. **Post-Closing Liability for Breach**—
  - a. Buyer wants 1 year survival on reps and warranties (We had 90 days; I would go up to 180 days, max)
  - b. Buyer wants Seller to deposit a \$500,000 holdback in respect of post closing liability. I know we don't want to do this, but they may insist on this or a personal guaranty for breaches.
  - c. Buyer wants Seller to be liable post-closing for claims up to \$1 million (we had \$500,000)
  - d. Buyer wants an indemnity for any losses for breach of a rep (this is unusual; we typically agree to pay damages, not defend claims)
7. **Employees/ERISA**—*We'll need labor counsel to weigh in on potential liability to Seller for this.*
  - a. Buyer wants Seller to terminate all employees as of Closing and Buyer will rehire employees it wants.
  - b. ERISA/Withdrawal Liability—Buyer wants Seller to be liable for any ERISA withdrawal liability (we had Buyer liable and posting a bond to protect Seller)
8. **Accounts Receivable**—Buyer does not want to buy the accounts receivable, and wants first dollars collected post-closing to be applied to the period after closing (and you only get money after he's been fully paid).

9. **IP**—Purchaser wants to include all intellectual property and trademarks in the sale, including Life, Life Magazine, Henry, Gibson & Luce, etc. (We had excluded this)
10. **Violations**—We agreed to pay any fines or penalties with respect to any violations, but wanted to cap liability at \$100,000. Buyer wants no cap.
11. **Assignment of Contract**—Buyer wants the right to assign the contract to an “affiliate” of the owners of Purchaser. [REDACTED] agree, but with a requirement that named Seller principals control the Assignee and own not less than 25%.
12. **Reps & Warranties**—We’ll have to discuss some of the representations and warranties Buyer asked you to make.

Please let me know your feedback on the above issues.

Regards,

Matt

Matthew Danow, Esq.  
Katsky Korins LLP  
605 Third Avenue  
New York, New York 10158  
Direct Dial: [REDACTED]  
Direct Fax [REDACTED]  
[REDACTED]

---

**From:** David Mitchell [mailto:[REDACTED]]  
**Sent:** Thursday, January 10, 2019 7:54 PM  
**To:** Danow, Matthew  
**Subject:** Fwd: Life Hotel PSA

.....  
**DAVID MITCHELL**  
.....  
Mitchell Holdings LLC  
745 Fifth Avenue  
New York NY 10151  
USA  
[REDACTED]  
[REDACTED]

Begin forwarded message:

**From:** "Davis, Jeffrey" <[REDACTED]>  
**Date:** January 10, 2019 at 7:13:39 PM EST  
**To:** "[REDACTED]" <[REDACTED]>  
**Subject:** Fwd: Life Hotel PSA

Please send to your attorney

Jeffrey Davis  
Senior Managing Director  
Co-Head Americas Hotels Capital Markets  
JLL Hotels and Hospitality  
[REDACTED]

Sent from my iPhone while I ignore those I am with

Begin forwarded message:

**From:** Michael Roth <[REDACTED]>  
**Date:** January 10, 2019 at 6:06:51 PM EST  
**To:** "Davis, Jeffrey" <[REDACTED]>  
**Cc:** Rotem Rosen <[REDACTED]>, Larry Eppley <[REDACTED]>, Jerry Rotonda <[REDACTED]>  
**Subject:** [EXTERNAL] Life Hotel PSA

Jeff, attached is a revised draft of the Life Hotel PSA, clean and redlined to the seller's initial draft. This revision has not been reviewed by our client, and remains subject to their review.

We look forward to hearing from the seller and their counsel.

Michael J. Roth  
+1 312-499-6312 | direct

[REDACTED] | <https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.sheppardmullin.com%2Fmroth&data=02%7C01%7Cjeffrey.davis%40am.jll.com%7C31cc199cbf4945a7de8f08d67750946b%7Cbfe2b06d2564f8ebd038d3687987063%7C0%7C0%7C636827586383844037&data=eVWly7zBjzMeVnNiW4nxSjTZ1FzEp5f07rAtEy9xo%3D&reserved=0>

SheppardMullin  
70 West Madison Street, 48th Floor  
Chicago, IL 60602-4498  
[REDACTED] | main

[url=\[REDACTED\];data=\[REDACTED\];url=http%3A%2F%2Fwww.sheppardmullin.com%2Fmroth&data=02%7C01%7Cjeffrey.davis%40am.jll.com%7C31cc199cbf4945a7de8f08d67750946b%7Cbfe2b06d2564f8ebd038d3687987063%7C0%7C0%7C636827586383844037&data=NJeApnY%2BWRSj%2FNhA3PIRBvSoB6G4gQoxJHkRyohz9rc%3D&reserved=0](https://na01.safelinks.protection.outlook.com/?url=[REDACTED];data=[REDACTED];url=http%3A%2F%2Fwww.sheppardmullin.com%2Fmroth&data=02%7C01%7Cjeffrey.davis%40am.jll.com%7C31cc199cbf4945a7de8f08d67750946b%7Cbfe2b06d2564f8ebd038d3687987063%7C0%7C0%7C636827586383844037&data=NJeApnY%2BWRSj%2FNhA3PIRBvSoB6G4gQoxJHkRyohz9rc%3D&reserved=0)

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.



[One of the 2018 World's Most Ethical Companies®](#)

For more information about how JLL processes your personal data, please click [here](#).

This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior permission. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. The information contained in this communication may be confidential and may be subject to the attorney-client privilege. If you are the intended recipient and you do not wish to receive similar electronic messages from us in the future then please respond to the sender to this effect.

---

=====  
This e-mail and any attached file is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this email in error, please immediately

notify us by calling Adam Rosenfeld at (212) 716-3245 or email to [REDACTED].

=====

NOTICE: Unless a contrary intent is expressly stated in this email, the contents of this email and any attachments are being transmitted for discussion purposes only and shall not be deemed an offer, acceptance or rejection of any offer, nor binding upon the sender, our clients or the party on behalf of whom this email was sent.

=====